



INKSTER CITY COUNCIL
Monday, December 1, 2025
26215 Trowbridge, Inkster, MI 48141
(313) 563-9770
www.cityofinkster.com

Mayor- Byron H. Nolen
Mayor Pro Tern - Steven Chisholm, District IV

Council Members
Felicia Rutledge, District I
Freddie Bishop III, District II
Lindsay Scott, District III
Kim Howard, District V
DeArtriss Richardson, District VI

Georgina Holliday
City Clerk

Darin Carrington
Treasurer

Todd Perkins
City Attorney

The council may be addressed during the Regular Meeting by filling out the Public Participation Form. Address Council as a whole through the Mayor.

Monday, December 1, 2025
Orientation Session - 6:00 PM
Regular City Council Agenda - 7:00 PM

1. Call Meeting to Order

- A. Prayer
- B. Pledge of Allegiance
- C. Roll Call
- D. Closed Session
Council may enter into Closed Session to discuss contract negotiations, purchase, or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e), and or (f).

2. Approval of Agenda

3. Presentations/Introduction of Guests/Announcements

4. Public Hearing

5. Consent Agenda

Approval of Regular City Council Meeting Minutes November 17, 2025

A. November 17, 2025 Meeting Minutes

6. Boards and Commissions

7. Ordinances

1st Reading

2nd Reading

8. New Business

A. LD 25-08 Offer To Purchase Vacant Lot On Allen St,

B. **City of Inkster Draft Proposed Administrative Compliance Agreement (ACA) ACA-399-25-2025**

C. Replacement of the water main in middle belt and rosewood

D. DWSRF

Public Participation (limit to 3 minutes)

9. City Clerk

10. City Treasurer

11. Mayor and Council Communication

12. Closed Session

13. Adjournment

November 17, 2025

Regular City Council Meeting – 7:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, was held on November 17, 2025 in compliance with the Open Meetings Act.

Prior to the Regular Council Meeting: City Council members discussed: The Agenda.

Closed Session

Moved by Councilwoman Howard Seconded by Councilman Bishop to go into Closed session @6:15pm pm to discuss pending litigation.

Moved by Councilwoman Howard Seconded by Councilman Bishop to come out of closed session @ 6:57pm

ROLL CALL VOTE:

Councilmember Howard
Councilmember Rutledge
Mayor Pro Tem Chisholm

Yea
Excused
Yea

Councilmember Scott
Councilmember Bishop
Councilwoman Richardson

Excused
Yea
Yea

Call Meeting to Order

Mayor Byron Nolen called the meeting to order at 7:03pm

Prayer

Prayer was led by Sharee Edmonds

Pledge of Allegiance

City Council and the public in attendance pledged allegiance to the flag of the United States of America.

Roll Call

Mayor Nolen	Present (Inkster, MI.)
Mayor Pro-Tem Chisholm	Present (Inkster, MI.)
Councilwoman Rutledge	Excused (Inkster, MI.)
Councilman Bishop, II	Present (Inkster, MI.)
Councilwoman Scott	Excused (Inkster, MI)
Councilwoman Howard	Present (Inkster, MI)
Councilwoman Richardson	Present (Inkster, MI)

Approval of Agenda

**Moved by Councilwoman Howard, Seconded by Councilwoman Richardson to approve agenda for November 17, 2025 meeting
Resolution #11-25-169GH-4-0 Motion Carried
Excused-Councilwoman Scott
Excused-Councilwoman Rutledge**

Inkster City Council Regular Meeting
November 17, 2025

Presentations/Discussion

None

Public Hearings

None

Consent Agenda

A. Approval of November 17, 2025 Regular Meeting Minutes

**Moved by Mayor Pro Tem Chisholm Seconded Councilwoman Howard
Resolution # 11-25-171GH – 4-0 Motion Carried.
Excused-Councilwoman Scott
Excused-Councilwoman Rutledge**

Boards and Commission

None

Previous Business

Ordinance(s)

A. First Reading(s) none

B. Second Reading(s) none

New Business

A. Consider approving a resolution to allow the city to participate in the University of Michigan Dearborn Sustainable Cities program

**Moved by Councilwoman Howard Seconded by Councilman Bishop
Resolution # 11-25-170GH-4-0 Motion Carried
Excused-Councilwoman Scott
Excused-Councilwoman Rutledge**

B. Consider approval of the 2026 City Council Meeting Calendar

**Moved by Councilwoman Richardson Seconded by Councilwoman Howard
Resolution # 11-25-172GH-4-0 Motion Carried
Excused-Councilwoman Scott
Excused-Councilwoman Rutledge**

C. Consider authority to settle Raheem Al-Jhalawi
Moved by Councilwoman Howard Seconded by Councilman Bishop
Resolution # 11-25-173GH-4-0 Motion Carried
Excused-Councilwoman Scott
Excused-Councilwoman Rutledge

Public Participation

- ❖ **Evonne Moore-Thank You for participating in the Cancer Walk; certificates for: Jennifer Nolen, Steven Chisholm, Felicia Rutledge and Jason Kaye. Jason Kaye Thank you for always going above and beyond, shirts are available all ribbons**
- ❖ **Dr. Phyllis Long-A Journey with Lupus Support Group Meeting-last meeting for the year, 12-3p 11/22 @ Leanna Hicks Library guest speaker Dr. Kela Samuels, Glow & Grace LLC there will be light refreshments.**
- ❖ **Charles Blackwell-"Good evening, Inkster residents on November 5th, 2025, the Federal Sixth Circuit Court of Appeals ruled that it's plausible that Steven Chisholm, City Attorney David Jones, and the Inkster City Council committed illegal First Amendment retaliation against me in 2022. The City of Inkster is now facing a large financial lawsuit liability."**

Clerk- Special Elections for Wayne Westland on 11/4/25 went well totals matched.

City Treasurer **NC**

Mayor and Council

- **Councilmember Rutledge – Excused**
- **Councilmember Scott – Excused**
- **Councilmember Bishop-Have a Blessed and Safe Holiday**
- **Councilmember Howard-Happy Holidays and be safe**
- **Councilmember Richardson -Goodfellows**
- **Mayor Pro-Tem Chisholm Passing of Sarah Young, body at Chapel of Chimes 11/19-4-7 viewing; 11/20 10 am St. Clements. Sarah and Crutcher Young were the Parents of Alan Young**
- **Mayor Nolen-Thanksgiving Day Meals-11/27 at St. Clements 11:30-1:00; Twin Towers and Thompson Towers lunch; Wayne Westland Schools Jr High and Parkwood want land back, encourage school board, reach out to them to deed our land back-maintaining over 8 years, attend the next School Board Meeting**

Adjournment

There being no further business to come before Council, on a motion duly made.

By Councilwoman Richardson Seconded by Councilwoman Howard and carried, to conclude the Regular City Council meeting of Monday, November 17, 2025 @ 7:21 pm



REQUEST FOR COUNCIL ACTION

To: Byron H. Nolen, Mayor

Date: November 21, 2025

From:

Date for Council's Consideration: December 1, 2025

ACTION REQUESTED: Consider LD 25-08 Offer To Purchase Vacant Lot On Allen St,

TYPE OF ACTION:

FUNDS BUDGETED:

ACCOUNT #:

APPROVERS:

Date: November 26, 2025

Byron Nolen, Mayor

BACKGROUND:

SCOPE OF SERVICES:

JUSTIFICATION:

PROJECT IMPROVEMENTS:

PROJECTED TIMELINE:

RESOLUTION:

Resolved By: None

Seconded By: None

Yes: None

No: None

Absent:

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: 11-14-2025

From: Derek Dowdell,
Community Development Director

Date for Council Consideration: 12-1-2025

ACTION REQUESTED: Consider approval to purchase one (1) vacant parcel (Case # LD 25-08). The parcel is located on the west side of Allen Street between Beech Street and Chestnut Street, Parcel ID: 4401006014000, for \$1,500. Please see the attached Wayne County Public Records.

Action Status

- ☒ Current Action ☐ Emergency ☐ Future

Funding Status

- ☒ Funds Budgeted Account #: 101.721.673.130 ☐ No Funds Budgeted
- ☐ N/A

Approval

- Mayor's Approval: _____
- Date: _____

BACKGROUND INFORMATION

Jerry Hoover Dukes Jr. has made an application to purchase one (1) vacant parcel located on Allen on the west side of the street between Beech & Chestnut Street. The Parcel ID:44010060145000. The parcel is located in Zoning R-1B One-Family Residential District

SCOPE OF SERVICES

Preparation and execution of the purchase agreement, quit claim deed, property transfer affidavit, and recording the deed. It is highly recommended by the Planning Division that the applicant complete a title search of the property.

JUSTIFICATION

The Sustainable Cities program aligns with the city's goals of improving the quality of life for its residents and visitors.

PROJECT OR IMPROVEMENT TASK

1. Develop a plan to address the City's current debt and legacy costs.
2. Improve and promote the image of Inkster.

COST

The Applicant is offering a total purchase price of \$1500.00

REQUEST FOR COUNCIL ACTION

RESOLUTION

Authorization is hereby given for the sale of one (1) Vacant Parcel, subject to the following conditions:

Complete closing on the property within thirty (30) days by paying the balance of the price of the sale (\$1400.00), paying the cost of recording the deeds (\$15.00 each), entering into a purchase agreement, and executing a property transfer affidavit.

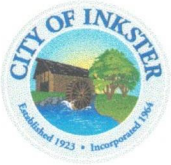
Finally, it is highly recommended that the applicant complete a title search of the property.

Council Vote

- Resolved by: _____
- Seconded by: _____

Vote Record:

- Yes:
- No:
- Absent:



Deposit/Administrative Fee Received _____
Date Received _____
Case # _____

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name JERRY HOOVER DUKES JR.

Applicant's Address 3334 ALLEN ST. INKSTER MI 48141

Applicant's Phone Number: 313 658-0491

Proposed Owner's Name (as indicated on deed): Same

PROPERTY INFORMATION -- Purchase Offer \$1500

Location :ALLEN WEST side of Street

Between Street/Avenue BEECH and CHESTNUT Street/Avenue

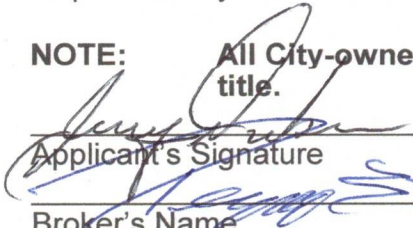
Tax ID, Legal Description, **and Address** VACANT LOT ON ALLEN
44010060145000

Parcel Size: (Width) X (Length) Current Residential

☐ Additional Parcels/Lots (attach Request for Additional Property Form)
THIS PROPERTY IS NEXT TO THE BUYERS PRIMARY RESIDENCE.
HE WANTS TO ENLARGE HIS LOT.

I understand and accept as evidenced by the good-faith deposit of \$100 for the offer to purchase city-owned property. Buyers will submit a 10% deposit when offer is accepted. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer in the best interest of the City, but that acceptance of this offer binds me to the specific use of the property as provided by the codes and ordinances of the City.

NOTE: All City-owned property is sold "AS IS". The City is not responsible for clear title.


Applicant's Signature


Broker's Name

10-15-25
Date

CITY OF INKSTER

PURCHASE AGREEMENT

This Purchase Agreement, dated and made effective as of this 15th day of October, 2025, by and between the City of Inkster, a Michigan Municipal Corporation, located at 26215 Trowbridge, Inkster, Michigan 48141, ("Seller") JERRY HOOVER DUKES JR., located at 3334 ALLEN ST. INKSTER MI 48141 ("Purchaser"):

The undersigned purchaser, hereby agrees to purchase the following land situated in the City of Inkster, Wayne County, Michigan described as follows:

Parcel ID:44010060145000

VACANT LOT ON ALLEN

IN CONSIDERATION OF THE COVENANTS and AGREEMENTS contained in this Purchase Agreement, the parties hereto agree as follows:

CONDITIONS SUBSEQUENT TO THE SALE OF PROPERTY

1. All property taxes must be kept current on the Property.
2. Within 15 days of the closing, the Buyer must secure the Property and ensure that all debris, trash or other materials have been removed from the outside yard area and that the grass, yard, shrubs, plantings, etc have been trimmed or removed.
3. Within 180 days of closing, the Buyer must apply for and receive a Final Certificate of Occupancy for any structure on the property (if applicable).
4. The Property shall comply with all other local ordinances regarding property maintenance and conditions.
5. The failure of the Purchaser to comply with these conditions or to cure the default within 30 days of written notice of the failure to comply may result in the City filing a reverter action in Wayne County Circuit Court seeking to rescind the purchase and requesting that title to the Property revert to the City. In addition to losing title to the Property, the Purchaser shall forfeit the purchase price for the Property.

SALE OF PROPERTY

1. The Seller will execute a Quit Claim for the aforementioned property, within 30 days of approval by the Inkster City Council. Upon Closing of the aforesaid property, a Quit Claim Deed will be provided to the Purchaser by the Seller for recording at the Wayne County Register of Deeds at the Purchaser's expense.
2. The aforementioned property is sold in "As Is Condition" and the Seller makes no warranties, representations or guarantees as to the condition of the aforementioned property. This provision also applies to property identified as condemned, dangerous, or uninhabitable.
3. The Purchaser, at its own expense, shall be responsible for obtaining a policy of title insurance, hazard insurance and all necessary permits to bring the property into compliance with all applicable local and state laws, any and all required licenses and a Certificate of Occupancy (if required).
4. The Purchaser shall complete closing within 30 days by paying the balance of the price of the sale, paying the cost of recording the deed and executing a property transfer affidavit.

PURCHASE PRICE

1. The Purchaser shall pay the Sum of ONE THOUSAND
2. & FIVE HUNDRED Dollars
(\$1500.00) USD for the aforesaid property, as follows:
3. Down payment of ONE HUNDRED Dollars
(\$100.00) USD. WILL BE PAID WHEN OFFER IS ACCEPTED
4. The remainder of the purchase price of FOURTEEN HUNDRED
/DOLLARS (\$1400.00) USD shall be paid by CERTIFIED CHECK OR MONEY
ORDER, made payable to: THE CITY OF INKSTER, 26215 Trowbridge,
Inkster, MI 48141.

CLOSING

1. Closing on the aforesaid property shall take place at the City of Inkster offices located at 26215 Trowbridge, Inkster, MI 48141 within 30 days of Council approval of this Purchase Agreement.
2. Purchaser shall remit the balance of purchase price by CERTIFIED CHECK OR MONEY ORDER at the time of closing.

ADDITIONAL CONDITIONS (If Any):

THE EMD IS TOTALLY REFUNDABLE IF THE OFFER IS NOT ACCEPTED.

Purchasers Initials: JB

Sellers Initials: _____

PURCHASER:

By: [Signature] L.S.

By: _____ L.S.

Its:

Telephone No: 313 658-0491
JERRY HOOVER DUKES JR
3334 ALLEN ST. INKSTER MI 48141

IN PRESENCE OF:

Murray's Real Estate Services LLC
Inkster MI 48141
Stephanie Taylor & Peggy Bishop
313 478-8526 734 306-1066

[Signature]
Dated: 10-15-25

ACCEPTANCE TO THE OFFER ABOVE BY THE NAMED SELLER: The foregoing offer is accepted in accordance with the terms stated.

SELLERS:
CITY OF INKSTER

By: _____ L.S.

Its: _____

Seller's Address: 26215 Trowbridge
Inkster, MI 48141
Telephone No: 313-563-4232

IN PRESENCE OF:

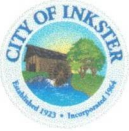
Dated: _____

The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Purchase Agreement.

Dated: _____ X _____ L.S.
Purchaser

Dated: _____ X _____ L.S.
Purchaser

NOTICE: IT IS RECOMMENDED THAT ALL PARTIES TO THIS PURCHASE AGREEMENT SEEK THE ASSISTANCE OF A LAWYER OR OTHER QUALIFIED PERSON.

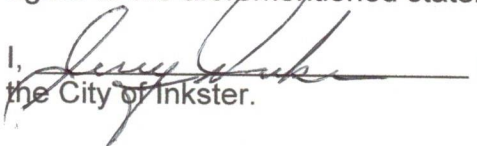


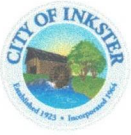
LETTER OF GOOD STANDING

Date: 10-15-25

In accordance with the City of Inkster Land Sale policy designed to ensure a buyer's ability to develop, use and maintain City-owned property in a manner acceptable to the City, the City of Inkster must verify that the buyer is in "good standing". Good standing means that the buyer(s) is/are not delinquent in real or personal property taxes, water assessments or other property-related assessments with the City of Inkster. Property-related assessments may include, but are not limited to, board-up charges, clean-up charges, weed cutting charges and other miscellaneous property maintenance charges. In addition, the buyer shall not own property that is being foreclosed upon, abandoned or otherwise code-deficient and all properties owned by the buyer must have a valid certificate of occupancy. The buyer shall not own any unsafe structures and is shall not be in default of a previous Purchase Agreement with the City.

I JERRY HOOVER DUKES JR. (buyer's printed name), certify having read, understand and agree to the aforementioned statement on the meaning of "Good Standing."

I,  (buyer's signature), certify that I am in "Good Standing" with the City of Inkster.



AFFIDAVIT
TO SECURE
CERTIFICATE OF OCCUPANCY
OR
FILE VACANT PROPERTY REGISTRATION
FOR
44010060145000, INKSTER, MICHIGAN (property address)

I, JERRY HOOVER DUKE JR. have read the requirements for the purchase of the above-noted property and hereby agree to pay the property taxes and keep the property free of any debris.

 BUYER
Title

Signature

MURRAY'S REAL ESTATE SERVICES LLC

HOLD HARMLESS FORM

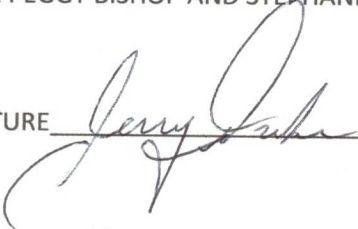
28057 MICHIGAN AVE

INKSTER, MICHIGAN 48141

313-478-8526

CAUTION PLEASE READ AND SIGN BEFORE ENTERING

MURRAY'S REAL ESTATE SERVICES LLC. AND STEPHANIE MURRAY TAYLOR AND PEGGY BISHOP HAS INFORMED THE BUYER, SELLER, ASSIGNEE, ASSIGNOR, AND ANY INSPECTOR, CONSULTANT, CONTRACTOR AND ATTORNEY. THAT STEPHANIE TAYLOR AND PEGGY BISHOP WHO WORKS FOR MURRAY REAL ESTATE SERVICES LLC IS WITNESSING SIGNATURES TO AN OFFER TO PURCHASE REAL ESTATE FROM THE CITY OF INKSTER. THE BUYERS HAS BEEN TOLD TO CONSULT THEIR ATTORNEY, TITLE COMPANY, HOME OWNER ASSOCIATION, TREASURER, REGISTER DEED ASSESSMENT AT THE CITY OF INKSTER TO COMPLETE A TRANSFER AFFIDAVIT WITHIN 45 DAYS OF THIS QUIT CLAIM DEED AND OBTAIN INSURANCE, AND TITLE SEARCH AND TITLE INSURANCE TO FIND OUT IF ANY ENTITIY THAT COULD HAVE AN INTEREST OR EFFECT TO THE TRANSFER OF THIS PROPERTY. PEGGY BISHOP AND STEPHANIE TAYLOR IS NOT APART OF THIS TRANSATION AND BOTH PARTIES HOLD MURRAY'S REAL ESTATE PEGGY BISHOP AND STEPHANIE TAYLOR HARMELESS AND FREE FROM ANY LEGAL LIABILITY.

SIGNATURE  DATE 10-15-25

PRINT NAME JD JERRY HOOVER DUKES JR Jerry Dukes DATE 10-15-25

SIGNATURE _____ DATE _____

PRINT NAME _____ DATE _____

WITNESS _____ PEGGY BISHOP-LUCAS  DATE 10-15-25

CASHIER'S CHECK

CHASE 

Date 10/15/2025

9181132857

25-3

440

Void after 1 year

Remitter: JERRY H DUKES

Pay To The CITY OF INKSTER
Order Of:

Pay: ONE HUNDRED DOLLARS AND 00 CENTS

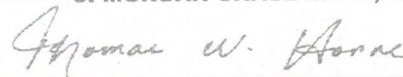
\$\$\$ 100.00 **

Do not write outside this box

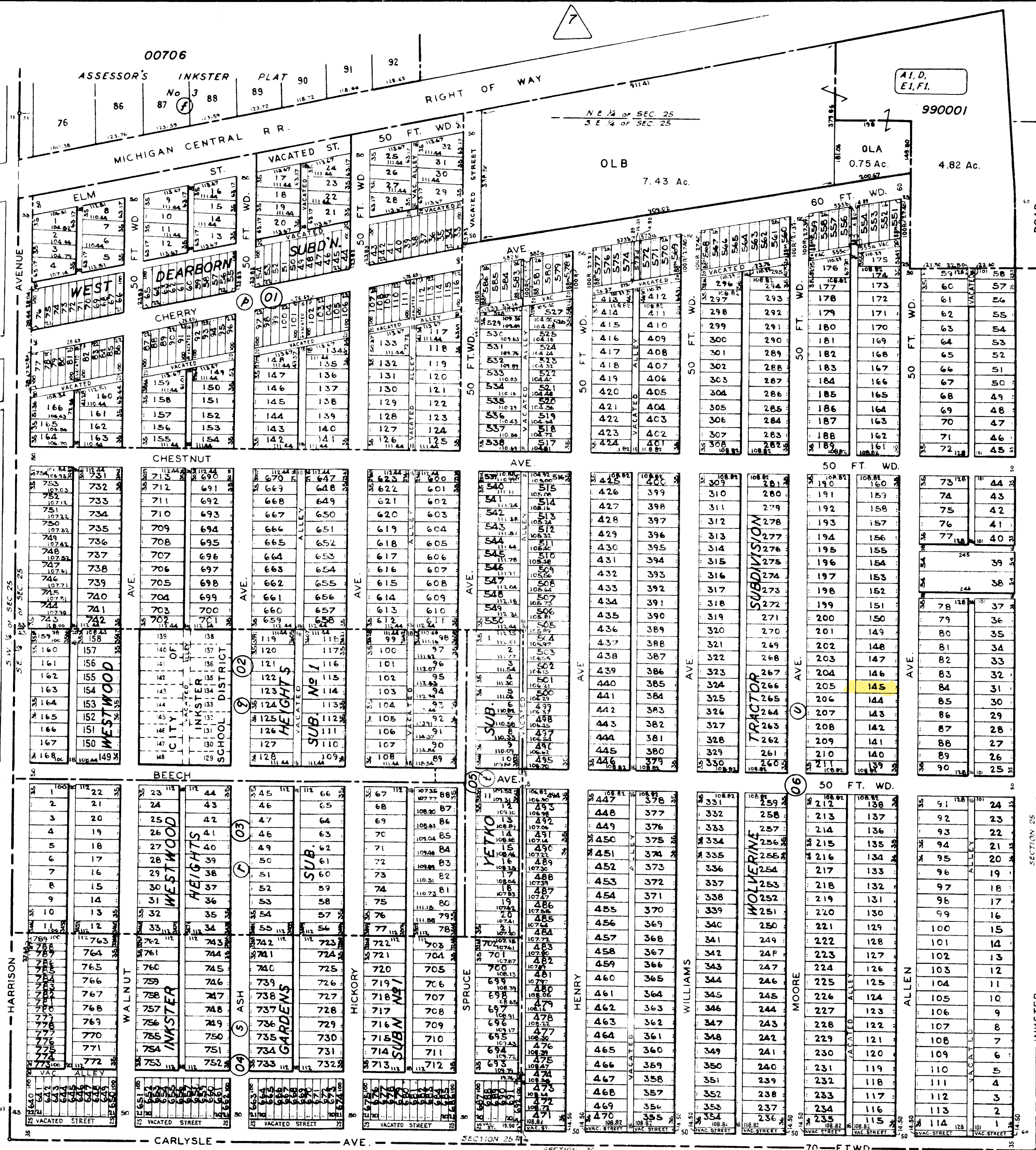
Memo: 44010000145000 ALK

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

Thomas W Horne, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus, OH

⑈9181132857⑈ ⑆044000037⑆ 758661326⑈



S.E. 1/4 SECTION 25
CITY OF INKSTER
 T. 2 S. R. 9 E.
 WAYNE COUNTY, MICHIGAN

SCALE 1 INCH = 200 FEET

**DEPARTMENT of MANAGEMENT and BUDGET
 ASSESSMENT and EQUALIZATION DIVISION**

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ALL RIGHTS RESERVED. NO PART OF THIS MAP MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION IN WRITING, FROM THE COPYRIGHT OWNER. COPYRIGHT INFRINGEMENTS WILL BE PROSECUTED TO THE FULL EXTENT ALLOWABLE BY LAW, UNDER THE FEDERAL COPYRIGHT STATUTE, 17 U.S.C. 101, ET AL.

Date: 6-1-36.
 Drawn by: Abrams
 Checked by:
 Approved by:
 Revised: 2-23-38,
 4-27-38,
 7-25-39,
 6-1-40,
 6-1-41,
 9-8-42,
 1-25-45,
 7-19-45,
 6-9-49,
 3-12-52,
 6-3-55,
 8-1-56,
 4-16-59,
 2-12-60,
 9-19-60,
 8-30-63,
 11-19-64,
 8-23-65,
 4-1-71,
 5-30-72,
 3-2-76,
 6-20-83,
 2-14-85,
 5-25-88,
 11-10-89,
 5-30-90,
 5-7-05

MICHIGAN MI
USA

DRIVER LICENSE

NOT FOR FEDERAL



JERRY HOOVER DUKES JR

ISS 01-30-2020

EXP 02-09-2024

020959

ve 0

Sex M

Lic Type 0

Hgt 507

End NONE

Eyes BRO

Restrictions NONE



Jerry Hoover Dukes Jr.

DONOR ♥

Rev 01-21-2011

CHECKLIST: LAND SALE/PURCHASE CITY-OWNED VACANT PROPERTY

Address: Vacant lot on Allen 44010060145000

x	Applicant Name:	Jerry Hoover Dukes Jr.
x	Application to Purchase City-Owned Property	(purchase deposit for address on receipt)
x	Land sales 100.00 (Vacant Land)	Structure and Vacant Land \$100 Deposit
x	Deposit Fee Receipt: Land Sale Revenue	(Account/Fund Number: 101-727-673-130)
x	Legal Description and Parcel I.D. #	
x	Purchase Agreement	
x	Real Estate Agreement	
x	Letter of Good Standing	
x	Release of all Claims & Liabilities	
	Photo Identification: Explanation if address don't match with lots adjacent	
x	Aerial Map And Satellite Map	Google Maps
x	Plat map	Shared drive
x	Realty COMP – Realtor Comparative Market Analysis (Structures only)	
x	Water Department Response (Land Sales only)	Send email to Water re:
x	Code Enforcement Response (Land Sales only)	Send email to Code Enforcement re:
x	Taxes: City and County up to Date	Send email to Tax and Water
x	Detailed Explanation for Proposed Use	
x	Assign Case Number (Enter in Excel)	
x	Create File Folder/Tab	
x	Scan Application Package	

MURRAY'S REAL ESTATE SERVICES LLC

HOLD HARMLESS FORM

28057 MICHIGAN AVE

INKSTER, MICHIGAN 48141

313-478-8526

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SIGNATURE_____DATE_____

PRINT NAME____JERRY HOOVER DUKES JR_____DATE_____

SIGNATURE _____DATE_____

PRINT NAME_____DATE_____

WITNESS_____PEGGY BISHOP-LUCAS_____DATE_____

CITY OF INKSTER

PURCHASE AGREEMENT

This Purchase Agreement, dated and made effective as of this 15th day of October, 2025, by and between the City of Inkster, a Michigan Municipal Corporation, located at 26215 Trowbridge, Inkster, Michigan 48141, ("Seller") JERRY HOOVER DUKES JR., located at 3334 ALLEN ST. INKSTER MI 48141 ("Purchaser"):

The undersigned purchaser, hereby agrees to purchase the following land situated in the City of Inkster, Wayne County, Michigan described as follows:

Parcel ID:44010060145000

VACANT LOT ON ALLEN

IN CONSIDERATION OF THE COVENANTS and AGREEMENTS contained in this Purchase Agreement, the parties hereto agree as follows:

CONDITIONS SUBSEQUENT TO THE SALE OF PROPERTY

1. All property taxes must be kept current on the Property.
2. Within 15 days of the closing, the Buyer must secure the Property and ensure that all debris, trash or other materials have been removed from the outside yard area and that the grass, yard, shrubs, plantings, etc have been trimmed or removed.
3. Within 180 days of closing, the Buyer must apply for and receive a Final Certificate of Occupancy for any structure on the property (if applicable).
4. The Property shall comply with all other local ordinances regarding property maintenance and conditions.
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2. The aforementioned property is sold in "As Is Condition" and the Seller makes no warranties, representations or guarantees as to the condition of the aforementioned property. This provision also applies to property identified as condemned, dangerous, or uninhabitable.
3. The Purchaser, at its own expense, shall be responsible for obtaining a policy of title insurance, hazard insurance and all necessary permits to bring the property into compliance with all applicable local and state laws, any and all required licenses and a Certificate of Occupancy (if required).
4. The Purchaser shall complete closing within 30 days by paying the balance of the price of the sale, paying the cost of recording the deed and executing a property transfer affidavit.

PURCHASE PRICE

1. The Purchaser shall pay the Sum of ONE THOUSAND
2. & FIVE HUNDRED Dollars
(\$1500.00) USD for the aforesaid property, as follows:
3. Down payment of ONE HUNDRED Dollars
(\$100.00) USD. WILL BE PAID WHEN OFFER IS ACCEPTED
4. The remainder of the purchase price of FOURTEEN HUNDRED
/DOLLARS (\$1400.00) USD shall be paid by CERTIFIED CHECK OR MONEY
ORDER, made payable to: THE CITY OF INKSTER, 26215 Trowbridge,
Inkster, MI 48141.

CLOSING

1. Closing on the aforesaid property shall take place at the City of Inkster offices located at 26215 Trowbridge, Inkster, MI 48141 within 30 days of Council approval of this Purchase Agreement.
2. Purchaser shall remit the balance of purchase price by CERTIFIED CHECK OR MONEY ORDER at the time of closing.

ADDITIONAL CONDITIONS (If Any):

THE EMD IS TOTALLY REFUNDABLE IF THE OFFER IS NOT ACCEPTED.

Purchasers Initials: _____

Sellers Initials: _____

PURCHASER:

By: _____ L.S.

By: _____ L.S.

Its:

Telephone No: 313 658-0491
JERRY HOOVER DUKES JR
3334 ALLEN ST. INKSTER MI 48141

IN PRESENCE OF:

Murray's Real Estate Services LLC
Inkster MI 48141
Stephanie Taylor & Peggy Bishop
313 478-8526 734 306-1066

Dated: _____

ACCEPTANCE TO THE OFFER ABOVE BY THE NAMED SELLER: The foregoing offer is accepted in accordance with the terms stated.

SELLERS:
CITY OF INKSTER

By: _____ L.S.

Its: _____

Seller's Address: 26215 Trowbridge
Inkster, MI 48141
Telephone No: 313-563-4232

IN PRESENCE OF:

Dated: _____

The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Purchase Agreement.

Dated: _____ X _____ L.S.
Purchaser

Dated: _____ X _____ L.S.
Purchaser

NOTICE: IT IS RECOMMENDED THAT ALL PARTIES TO THIS PURCHASE AGREEMENT SEEK THE ASSISTANCE OF A LAWYER OR OTHER QUALIFIED PERSON.

Inkster, MI 48141

Realist Tax

Owner Information

Owner Name:	City Of Inkster	Tax Billing Zip:	48141	Realist Tax
Mailing Address:	26215 Trowbridge St	Tax Billing Zip+4:	1600	
Tax Billing City & State:	Inkster Mi			

Location Information

Location City:	Inkster	Subdivision:	Wolverine Tractor Sub
School District:	Taylor	M/S Area:	05080
School District Code:	Taylor	Census Tract:	570800

Tax Information

Tax ID:	44-010-06-0145-000	Parcel ID:	44010060145000
Alternate Tax ID:	44010060145000	Lot:	145
Legal Description:	25U145 LOT 145 WOLVERINE TRACTOR SUB T2S R9E L38 P34 WCR		

Assessment & Taxes

Assessment Year	2025	2024	2023
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Characteristics

Land Use - Corelogic:	Residential Lot	Estimated Lot Sq Ft:	3,920
Land Use - State:	Residential	Lot Frontage:	35
Land Use - County:	Residential Vacant	Lot Depth:	109
Estimated Lot Acres:	0.090	Garage Capacity:	0

INDIVIDUAL INCOME TAX

Return Information

Taxpayer's Name: **JOHN DOE**
 Social Security Number: **123-45-6789**
 Filing Status: **Single**
 Address: **123 Main St, Anytown, NY 12345**

Tax Year: **2023**
 Tax Period: **01/01/2023 - 12/31/2023**
 Tax Type: **Individual Income Tax**
 Tax Amount: **\$1,234.56**
 Tax Status: **Final**

Taxpayer's Name: **JOHN DOE**
 Social Security Number: **123-45-6789**
 Filing Status: **Single**
 Address: **123 Main St, Anytown, NY 12345**

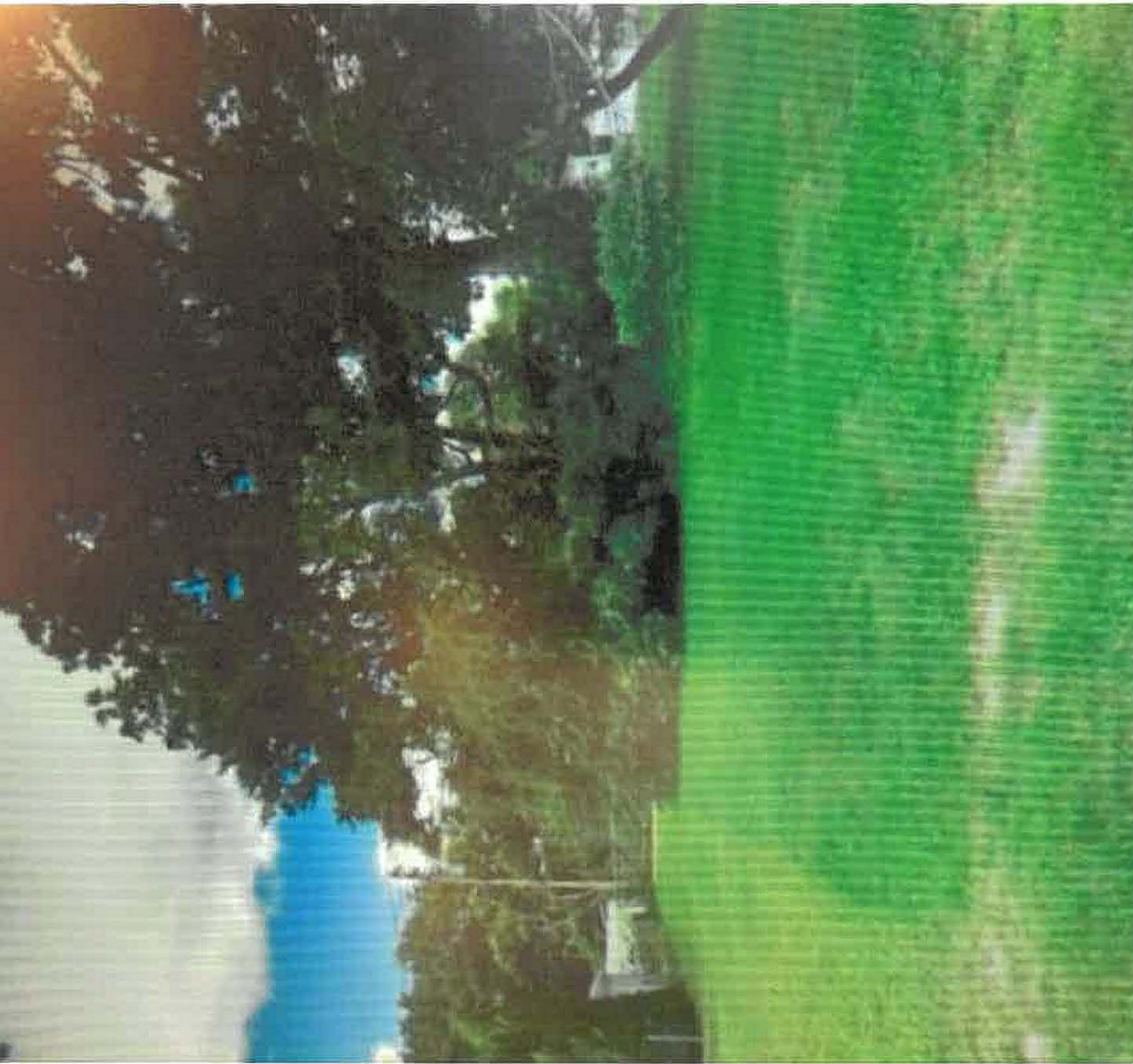
Tax Year: **2023**
 Tax Period: **01/01/2023 - 12/31/2023**
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 Tax Type: **Individual Income Tax**
 Tax Amount: **\$1,234.56**
 Tax Status: **Final**





INSTRUCTIONS FOR REAL ESTATE AGENTS FOR APPLICATION TO PURCHASE CITY-OWNED PROPERTY

Step 1: Determine City ownership through the Assessor, Property Records Division, or a City of Inkster For Sale Properties list. **If the property is zoned for commercial or industrial use, please contact 313-563-9760 to schedule an appointment.**

Step 2: Obtain the legal description through the Assessor or Property Records Division.

Step 3: **Complete** the "Application to Purchase City-owned Property". **(Required)**

Page 1: requests information about the applicant, intended use, and the property.

Purchase Offer: Indicate the dollar amount of the offer.

Inkster City Council reserves the right to reject any Offer to Purchase.

Page 2: Letter of Good Standing.

Page 3: Affidavit to Secure Certificate of Occupancy or File Vacant Property Registration.

Required Attachments: Attach the following documents to the application –

Comparable Prices

Plat map identifying the property(s)

Aerial map identifying and outlining the property(s)

List of repairs needed

Certified check or money order in the amount required for good faith deposit listed below.

Good Faith Deposits:

- Vacant, residential lots – requires minimum \$100.00 deposit per lot.

- Vacant commercial or industrial lots – Price to be determined. Applicant must submit concept and building plans during a scheduled meeting with the Planning Division for approval of plans.

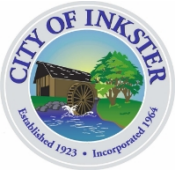
- Residential and commercial structures – requires a minimum of \$600.00. Application must be accompanied by concept and building plans if commercial.

NOTE: **All City property is sold "AS IS"**

Step 4: Submit **completed** application and attachments via e-mail to sjohnson@cityofinkster.com **and** provide original application along with attachment to the Planning Division. Applications are due by the first business day of the week of each month.

Upon receipt of completed application, a pre-sale inspection will be performed by the City. This inspection is not all-inclusive and does not include a Certificate of Occupancy. A separate inspection scheduled and paid for by the owner or purchaser will be required prior to occupancy.

A final meter read will be performed by the City after closing of the sale has been scheduled.



Deposit/Administrative Fee Received _____
Date Received _____
Case # _____

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name JERRY HOOVER DUKES JR.

Applicant's Address [REDACTED]

Applicant's Phone Number: [REDACTED]

Proposed Owner's Name (as indicated on deed): Same

PROPERTY INFORMATION -- Purchase Offer \$1500

Location :ALLEN WEST side of Street

Between Street/Avenue BEECH and CHESTNUT Street/Avenue

Tax ID, Legal Description, **and Address** VACANT LOT ON ALLEN
44010060145000

Parcel Size: (Width) X (Length) Current Residential

☐ Additional Parcels/Lots (attach Request for Additional Property Form)
THIS PROPERTY IS NEXT TO THE BUYERS PRIMARY RESIDENCE.
HE WANTS TO ENLARGE HIS LOT.

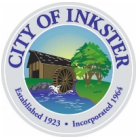
I understand and accept as evidenced by the good-faith deposit of \$100 for the offer to purchase city-owned property. Buyers will submit a 10% deposit when offer is accepted. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer in the best interest of the City, but that acceptance of this offer binds me to the specific use of the property as provided by the codes and ordinances of the City.

NOTE: All City-owned property is sold "AS IS". The City is not responsible for clear title.

Applicant's Signature

Date

Broker's Name



LETTER OF GOOD STANDING

Date: _____

In accordance with the City of Inkster Land Sale policy designed to ensure a buyer's ability to develop, use and maintain City-owned property in a manner acceptable to the City, the City of Inkster must verify that the buyer is in "good standing". Good standing means that the buyer(s) is/are not delinquent in real or personal property taxes, water assessments or other property-related assessments with the City of Inkster. Property-related assessments may include, but are not limited to, board-up charges, clean-up charges, weed cutting charges and other miscellaneous property maintenance charges. In addition, the buyer shall not own property that is being foreclosed upon, abandoned or otherwise code-deficient and all properties owned by the buyer must have a valid certificate of occupancy. The buyer shall not own any unsafe structures and is shall not be in default of a previous Purchase Agreement with the City.

I JERRY HOOVER DUKES JR. (buyer's printed name), certify having read, understand and agree to the aforementioned statement on the meaning of "Good Standing."

I, _____ (buyer's signature), certify that I am in "Good Standing" with the City of Inkster.



AFFIDAVIT
TO SECURE
CERTIFICATE OF OCCUPANCY
OR
FILE VACANT PROPERTY REGISTRATION
FOR
44010060145000, INKSTER, MICHIGAN (property address)

I, JERRY HOOVER DUKE JR. have read the requirements for the purchase of the above-noted property and hereby agree to pay the property taxes and keep the property free of any debris.

Title

Signature



REQUEST FOR COUNCIL ACTION

To: Byron H. Nolen, Mayor

Date: November 25, 2025

From:

Date for Council's Consideration: December 1, 2025

ACTION REQUESTED: Consider **City of Inkster Draft Proposed Administrative Compliance Agreement (ACA) ACA-399-25-2025**

TYPE OF ACTION:

FUNDS BUDGETED:

ACCOUNT #:

APPROVERS:

Darrin Carrington, Treasurer

Date: November 26, 2025

Byron Nolen, Mayor

Date: November 26, 2025

BACKGROUND:

SCOPE OF SERVICES:

JUSTIFICATION:

PROJECT IMPROVEMENTS:

PROJECTED TIMELINE:

RESOLUTION:

Resolved By: None

Seconded By: None

Yes: None

No: None

Absent:

**THIS DOCUMENT IS FOR SETTLEMENT DISCUSSION ONLY AND IS EXEMPT
FROM FOIA AND NOT ADMISSIBLE IN COURT UNDER MRE 408**

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION

ADMINISTRATIVE COMPLIANCE AGREEMENT

In the matter of:

DWEHD Agreement No. ACA-399-25-2025

SECTION I

FACILITY OWNER/OPERATOR

NAME City of Inkster		OWNER ☒	OPERATOR ☒
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUSINESS IDENTIFICATION NUMBER			
ADDRESS 26900 Princeton			
CITY Inkster	STATE Michigan	ZIP CODE 48141	
CONTACT NAME/TITLE Byron H. Nolen, Mayor		PHONE # 313-563-4234	

FACILITY NAME AND LOCATION

FACILITY NAME City of Inkster		WATER SUPPLY SERIAL NUMBER 03360
FACILITY OWNER IF NOT IDENTIFIED ABOVE		
ADDRESS 26900 Princeton		
CITY Inkster	STATE Michigan	ZIP CODE 48141
COUNTY Wayne		
CONTACT NAME Jerome Bivins		PHONE #

- 1.1 This document results from allegations by the Department of Environment, Great Lakes, and Energy (EGLE), Drinking Water and Environmental Health Division (DWEHD). EGLE alleges that the City of Inkster (Owner/Operator), owner/operator of the above-referenced facility, is in violation of the Safe Drinking Water Act, 1976 PA 399, as amended (Act 399), and the administrative rules promulgated thereunder.
- 1.2 Specific alleged violations are referenced in EGLE Sanitary Survey Report (SS) for the Water Supply Serving City of Inkster attached to this Administrative Compliance Agreement (Compliance Agreement) as Exhibit A. The Owner/Operator and EGLE agree to resolve the alleged violations set forth therein through entry of this Compliance Agreement. The Owner/Operator agrees to resolve all compliance issues set forth in Exhibit A in accordance with the requirements contained in this Compliance Agreement. This Compliance Agreement, in its entirety, shall consist of Section I, the attached Sections II, III, and IV, Exhibit A, and any other referenced attachments, exhibits, or appendices. This Compliance Agreement shall be considered null and void if it does not include, at a minimum, Sections I, II, III, and IV and Exhibit A. The Owner/Operator further agrees that this Compliance Agreement shall become effective on the date it is signed by the DWEHD Director, designee of the EGLE Director.

City of Inkster
Administrative Compliance Agreement

- 1.3 The Owner/Operator agrees to pay stipulated penalties of \$200 per day and provide public notification for failure to complete corrective actions as specified in Section II, Compliance Schedule, unless an extension has been approved under Paragraph 4.14, of this Compliance Agreement. Failure to make a timely payment constitutes a violation of this Compliance Agreement.
- 1.4 The Owner/Operator agrees to make payment of all funds due pursuant to this agreement by certified check made payable to the "State of Michigan" and mailed to the Accounting Services Division, Cashier's Office for EGLE, P.O. Box 30657, Lansing, Michigan 48909-8157. To ensure proper credit, all payments made pursuant to this Compliance Agreement must include "Payment Identification Number DWEHD90161" on the check. The Owner/Operator agrees not to contest the legality of the civil fine.

Signatories

DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Eric J. Oswald, Director
Drinking Water and Environmental Health Division

Date

I, the undersigned, CERTIFY that I am fully authorized by the party identified above to enter into this Compliance Agreement to comply by consent and to EXECUTE and LEGALLY BIND that party to it. I further attest that all information provided herein is accurate and true.

CITY OF INKSTER

Byron H. Nolen, Mayor

Date

SECTION II - COMPLIANCE SCHEDULE

IT IS THEREFORE AGREED AND ORDERED THAT the Owner/Operator shall take the following actions to prevent further violations of Act 399 and the administrative rules promulgated thereunder and/or to correct the significant deficiencies identified in the SS attached to this Compliance Agreement as Exhibit A.

- 2.1. Not later than 45 days from the effective date of this Compliance Agreement, the Owner/Operator shall submit to EGLE, for review and approval, written standard operating procedures (SOP) for the oversight, operation, and maintenance of the system, for non-emergency repairs and maintenance, and for water emergencies addressing the elements described in the November 1, 2024, Violation Notice/Enforcement Notice, Technical and Managerial Capacity, letter (Exhibit B). The Owner/Operator previously submitted drafts of the SOPs on November 30, 2024, and March 3, 2025, which were reviewed by EGLE. Revisions to the SOPs shall address EGLE's August 26, 2025, comments provided via the Michigan Environmental Health and Drinking Water Information System (MiEHDWIS) portal under ACT-373370. EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the submittal.
- 2.2. Not later than 45 days from the effective date of this Compliance Agreement, the Owner/Operator shall submit to EGLE, for review and approval, a written updated Emergency Response Plan in accordance with Part 23 of the Act 399 administrative rules, specifically Rule 2302 and Rule 2303, addressing the elements described in the Violation Notice/Enforcement Notice, Technical and Managerial Capacity, letter (Exhibit B). EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the submittal.
- 2.3. Not later than 90 days from the effective date of this Compliance Agreement, the Owner/Operator shall submit to EGLE, for review and approval, written SOPs for the Act 399 construction permit process that detail what requires a permit and how that is determined, and the steps for obtaining a permit, as requested in the August 6, 2024, Violation Notice/Enforcement Notice, Construction Without Permit letter (Exhibit C). The Owner/Operator shall also submit to EGLE, for review and approval, SOPs and necessary standard details and specifications for construction conditions where the burial of the water main is less than the minimum required (e.g., 5 feet) and where the water main location is such that the standard horizontal (10 feet) and vertical (1.5 feet) separation from sewers, as measured from the outside edge of the pipes/structures, is not met. EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the submittal.
- 2.4. Not later than 90 days from the effective date of this Compliance Agreement, the Owner/Operator shall submit to EGLE, for review and approval, a written water distribution construction and materials requirements with standard details for use by emergency contractors, contractors, developers, and others who may perform emergency work, routine maintenance, or new construction associated with the water distribution system. EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the submittal.
- 2.5. Not later than 14 days from EGLE's approval under Paragraphs 2.1, 2.3, and 2.4, the Owner/Operator shall implement the approved SOPs and construction and materials requirements in Paragraphs 2.1, 2.3, and 2.4.

City of Inkster
Administrative Compliance Agreement

- 2.6 Not later than 60 days from the effective date of this Compliance Agreement, the Owner/Operator shall submit, to EGLE, for review and approval, an administratively complete Act 399 construction permit application, in accordance with Section 4 of Act 399 (MCL 325.1004) for the reconstruction of the water main-utility crossings at the intersection of Notre Dame and Bayhan Streets and Yale and Bayhan Streets to address the deficiencies identified in the July 3, 2025, Enforcement Notice (Exhibit D). EGLE will notify the Owner/Operator of approval or any deficiencies in the submittal.
- 2.7 Not later than 60 days from the issuance of the Act 399 construction permit, the Owner/Operator shall complete construction in accordance with the EGLE-issued permit and provide EGLE written notice of the completion.
- 2.8 Not later than 30 days from the completion of construction, the Owner/Operator shall submit to EGLE a set of record drawings. The record drawings must be marked as such, dated, and include, at a minimum, plan and profile views based on field and survey data obtained during the construction and describing the construction materials, vertical elevation and horizontal location of the water main, vertical and horizontal separation from sewers as measured from the outside edges, and depth of cover over the water main.
- 2.9 Not later than 120 days from the effective date of this Compliance Agreement, the Owner/Operator shall submit to EGLE, for review and approval, a written plan to repair or replace inoperable hydrants and valves (hereinafter "Hydrant & Valve Work Plan"). The Hydrant & Valve Work Plan shall include, at a minimum:
- a. An inventory of distribution system isolation valves and fire hydrants identifying the total number, the number in need of repair, the number needing replacement, and the number in good working order. The inventory shall be based on the most current valve or hydrant condition assessment. If a valve or hydrant has not been evaluated, then one shall be completed and included in the inventory. A map shall be included in the inventory depicting the status of the valves and hydrants.
 - b. A schedule for completing the repairs and replacements identified through the inventory and shall indicate the quantity of valves and hydrants to be completed within specified timeframes. The Owner/Operator shall prioritize those repairs and replacements that provide the most benefit for the protection of public health.
 - c. Details on the funding needs and how funds will be acquired in order to complete the identified repair and replacements.
- EGLE will notify the Owner/Operator of approval or any deficiencies in the submittal.
- 2.10 Not later than 45 days after EGLE's written approval of the Hydrant & Valve Work Plan, the Owner/Operator shall present the plan to and obtain approval of the plan from Inkster's city council. Documentation of this approval shall be submitted to EGLE within 14 days of approval.
- 2.11 Not later than 60 days after the completion of the first round of valve and hydrant repairs identified in the Hydrant & Valve Work Plan, the Owner/Operator shall submit to EGLE a written report summarizing the work completed including an updated inventory and map.

- 2.12 Not later than 180 days from the effective date of this Compliance Agreement, the Owner/Operator shall submit to EGLE, for review, a long-term water main replacement program plan. The replacement program shall also address the replacement of lead services lines connected to the water mains. Development of this plan and prioritization of water main replacements shall be coordinated with the information and data from the updated Reliability Study and General Plan (Paragraph 2.23), the asset management program criticality assessment, leak studies, and any other available operational or asset condition assessment activities. This plan shall include, at a minimum:
- a. A long-term funding strategy which should address funding approaches with and without federal/state grants and loans.
 - b. A goal for the amount of water main replacement to be completed each year and an estimation of the number of associated lead service line replacements.
 - c. A plan for the water main that is proposed to be replaced in the next 5 years and the next 20 years. This should include the anticipated timeframe for the work and the known or anticipated funding source.
- 2.13 Not later than 548 days (18 months) from the effective date of this Compliance Agreement, the Owner/Operator shall submit to EGLE, for review, a written rate analysis report and Inkster's plan for water rate adjustments. The independent rate analysis shall meet the requirements in the American Water Works Association Manual M1 Principles of Water Rates, Fees, and Charges. The objective of rate analysis is to 1) calculate the water rate adjustments needed to ensure that the water system's budget is sufficient to fund operations, maintenance, management, capital improvements, and to meet regulatory requirements, and 2) recommend necessary rate adjustments (i.e., rate changes anticipated per fiscal year). The plan for Inkster's water rate adjustments shall include a five-year budget planning forecast that includes projected revenues, projected expenses, maintenance of reserve accounts, and capital replacements. Among other expenses, the water system budget shall include funding for:
- a. A water main replacement program per Paragraph 2.12.
 - b. Routine leaks studies and subsequent water main repairs.
 - c. Hydrant and valve maintenance and repairs per Paragraph 2.9.
 - d. Implementation of residential cross connection inspections and device testing per Paragraphs 2.17 and 2.18
- 2.14 Not later than 14 days after Inkster's ratification of the rates for the first fiscal year listed in plan for Inkster water rate adjustments per Paragraph 2.13, the Owner/Operator shall provide to EGLE written documentation of the ratification.
- 2.15 Not later than 180 days from the effective date of this Compliance Agreement, the Owner/Operator shall submit to EGLE, for review and approval, a written revised cross connection control program plan, in accordance with Part 14 of the Act 399 administrative rules. The revised program shall address the items listed in the SS (Exhibit A) and the initial inspection of, re-inspection of, and testing of testable devices at residential accounts. Both the exterior and interior of residences shall be addressed. EGLE will

notify the Owner/Operator, in writing, of approval or any deficiencies in the submittal.

- 2.16 Not later than 180 days from the effective date of this Compliance Agreement, the Owner/Operator shall submit to EGLE, for review and approval, a written detailed plan for phasing in cross connection inspections and testing for residential accounts that must identify 1) the number of initial inspections each year until all initial inspections have been completed and 2) the year that the device testing requirement will be phased in.
- 2.17 Not later than 60 days from EGLE's approval of the revised cross connection control program plan, the Owner/Operator shall submit to EGLE written documentation of staffing and funding to implement the revised program. This shall include:
- a. A copy of contract for an outside vendor. If utilizing Inkster staff, then provide the full-time equivalent staffing necessary for self-implementation and identify how Inkster will meet that requirement.
 - b. A copy of Inkster's city council approval of the fiscal year's budget that includes funding of the revised program that includes the residential portion of the program.

EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the submittal.

- 2.18 Not later than 120 days from EGLE's written approval of the revised cross connection control program plan, the Owner/Operator shall implement the revised cross connection program.
- 2.19 Not later than 120 days after the implementation of the revised cross connection program, the Owner/Operator shall submit to EGLE, for review, a written quarterly report for the first of four quarters, and not later than 30 days after the last calendar day of each subsequent quarter, the Owner/Operator shall submit to EGLE, for review, a written quarterly report. The quarterly reports shall be submitted using EGLE's Annual Water Supply Cross Connection Report form EQP2016 (Exhibit F) and shall report on the inspections and testing completed at residential accounts during each quarter.
- 2.20 Not later than 90 days from the effective date of this Compliance Agreement, the Owner/Operator shall provide to EGLE, for review and approval, a written report summarizing results of an investigation of the two blow-offs in the water distribution system which were previously unknown. This report shall include:
- a. A map showing the location of the blow-offs.
 - b. A description of the existing blow-offs, including identification of materials, components, presence of drain holes, or connections to sewers.
 - c. An evaluation to determine whether these blow-offs are needed.
 - d. A summary of the proposed work to either bring these blow-offs into compliance with Rule 1108 of the Act 399 administrative rules and the 2022 Recommended Standards for Water Works if they are being retained or the proposed work required to properly abandon them.

City of Inkster
Administrative Compliance Agreement

EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the submittal.

- 2.21 Not later than 90 days from EGLE's written approval of Paragraph 2.20, the Owner/Operator shall submit to EGLE, written documentation that the proposed work identified in the report addressing Paragraph 2.20.d. has been completed.
- 2.22 Not later than 30 days from the effective date of this Compliance Agreement, the Owner/Operator shall submit to EGLE, for review and approval, a written updated General Plan and Reliability Study that addresses the requirements in accordance with Part 16 and Rule 1203 of the Act 399 administrative rules, respectively, and the items listed in the SS (Exhibit A). EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the submittal.
- 2.23 Not later than 120 days from the effective date of this Compliance Agreement, the Owner/Operator shall submit to EGLE, for review and approval, a written revised Asset Management Program (AMP) that addresses the requirements of Rule 1606 of the Act 399 administrative rules and the items listed in the SS (Exhibit A) and the March 5, 2020, AMP review comment letter (Exhibit E). EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the submittal.
- 2.24 Not later than 365 days from the effective date of this Compliance Agreement, the Owner/Operator shall provide to EGLE, in writing, for review, the following:
 - a. A plan and schedule for improving records management and retention.
 - b. Documentation that Inkster has the infrastructure and staff resources needed to implement the plan.
 - c. A records procedure or policy that is specific to drinking water supply system records. This policy shall include:
 - i. The requirements in accordance with Part 15 of the Act 399 administrative rules.
 - ii. A description of retention practices including elements such as:
 1. The format in which records will be filed or saved, such as electronic files on a shared network or hard copy in filing cabinets.
 2. Where the records will be stored.
 3. Who is responsible for identifying what is considered a record.
 4. Who is responsible for ensuring it is properly stored.
 5. Protocols for when and who completes reviews of the records and practices to ensure that the procedure/policy requirements are met.

Sections III and IV of this Compliance Agreement shall not be altered in any way, including adding or eliminating any language, striking terms or parts of terms, retyping in whole or in part, or using a different format. Any changes to this document without written approval from EGLE renders the Compliance Agreement null and void.

SECTION III - STIPULATIONS

The Owner/Operator and EGLE stipulate as follows:

- 3.1 EGLE is authorized to enter this Compliance Agreement requiring the Owner/Operator to comply with state law under Section 15 of Act 399.
- 3.2 The Owner/Operator consents to the issuance and entry of this Compliance Agreement and stipulates that the entry of this Compliance Agreement constitutes a final order of EGLE and is enforceable as such under the appropriate provisions of state law identified in this Compliance Agreement. The Owner/Operator agrees not to contest the issuance of this Compliance Agreement and that the resolution of this matter by the entry of this Compliance Agreement is appropriate and acceptable.
- 3.3 The Owner/Operator and EGLE agree that the signing of this Compliance Agreement is for settlement purposes only and does not constitute an admission by the Owner/Operator that the law has been violated.
- 3.4 The Signatory to this Compliance Agreement on behalf of the Owner/Operator agrees and attests that he/she is fully authorized to ensure that the Owner/Operator will comply with all requirements under this Compliance Agreement.
- 3.5 The Owner/Operator shall achieve compliance with the aforementioned regulations in accordance with the requirements contained in Section II of this Compliance Agreement.

SECTION IV - GENERAL PROVISIONS

The Owner/Operator and EGLE further stipulate as follows:

- 4.1 With respect to any violations not specifically addressed and resolved by this Compliance Agreement, EGLE reserves the right to pursue any other remedies to which it is entitled for any failure on the part of the Owner/Operator to comply with the requirements of Act 399 and the administrative rules promulgated thereunder.
- 4.2 EGLE and the Owner/Operator consent to enforcement of this Compliance Agreement in the same manner and by the same procedures for all final orders entered pursuant to the provisions of Act 399.
- 4.3 This Compliance Agreement in no way affects the Owner/Operator's responsibility to comply with any other applicable local, state, or federal laws or regulations.
- 4.4 EGLE reserves its right to pursue appropriate action, including injunctive relief to enforce the provisions of this Compliance Agreement, and applicable statutory fines for any violation of this Compliance Agreement.
- 4.5 Nothing in this Compliance Agreement is or shall be considered to affect any liability the Owner/Operator may have for natural resource damages caused by the Owner/Operator's acts or omissions at the facility. The State of Michigan does not waive any rights to bring an appropriate action to recover such damages to the natural resources.

City of Inkster
Administrative Compliance Agreement

- 4.6 In the event the Owner/Operator sells or transfers the facility, he/she shall advise any purchaser or transferee of the existence of this Compliance Agreement in connection with such sale or transfer. Within 30 calendar days, the Owner/Operator shall also notify the DWEHD District Supervisor, in writing, at Warren District Office, P.O. Box 30817, Lansing, Michigan 48909-8311 of such sale or transfer, the identity and address of any purchaser or transferee, and confirm the fact that notice of this Compliance Agreement has been given to the purchaser and/or transferee. The purchaser and/or transferee of this Compliance Agreement must agree, in writing, to assume all of the obligations of this Compliance Agreement. A copy of that agreement shall be submitted to the DWEHD District Supervisor within 30 days of assuming the obligations of this Compliance Agreement.
- 4.7 The provisions of this Compliance Agreement shall apply to and be binding upon the parties to this action and their successors and assigns.
- 4.8 This Compliance Agreement constitutes a civil settlement and satisfaction as to the resolution of the violations specifically addressed herein; however, it does not resolve any criminal action that may result from these same violations.

Reporting

- 4.9 The Owner/Operator shall make all submittals and written notifications required by this Compliance Agreement, to the DWEHD Enforcement Analyst, at EGLE-DWEHD-Enforcement@Michigan.gov, or EGLE-DWEHD, Deborah A. Stabenow Building, P.O. Box 30817, Lansing, Michigan 48909-8311. The cover letter with each submittal or notification shall identify the specific paragraph and requirement of this Compliance Agreement that the submittal or notification is intended to satisfy.
- 4.10 The Owner/Operator shall verbally report any violation(s) of the terms and conditions of this Compliance Agreement to the DWEHD District Supervisor at 248-228-5134 by no later than the close of the next business day following detection of such violation(s) and shall follow such notification with submittal of a written report within five business days following detection of such violation(s). The written report shall include a detailed description of the violation(s), as well as a description of any actions proposed or taken to correct the violation(s). The Owner/Operator shall report any anticipated violation(s) of this Compliance Agreement to the above-referenced individual in advance of the relevant deadlines whenever possible.

Retention of Records

- 4.11 Upon request by an authorized representative of EGLE, the Owner/Operator shall make available to EGLE all records, plans, logs, and other documents required to be maintained under this Compliance Agreement or pursuant to applicable laws or rules. All such documents shall be retained by the Owner/Operator for at least a period of three years from the date of generation of the record unless a longer period of record retention is required by the applicable law or its rules.

Right of Entry

- 4.12 The Owner/Operator shall allow any authorized representative or contractor of EGLE, upon presentation of proper credentials, to enter upon the premises of the facility at all reasonable times for the purpose of monitoring compliance with the provisions of this

Compliance Agreement. This paragraph in no way limits the authority of EGLE to conduct tests and inspections pursuant to Act 399 and the administrative rules promulgated thereunder or any other applicable statutory provision.

EGLE Approval of Submittals

- 4.13 For any work plan, proposal, or other document, excluding applications for permits or licenses, that are required by this Compliance Agreement to be submitted to EGLE by the Owner/Operator, the following process and terms of approval shall apply:
- a. All work plans, proposals, and other documents required to be submitted by this Compliance Agreement shall include all of the information required by the applicable statute and/or rule and all of the information required by the applicable paragraph(s) of this Compliance Agreement.
 - b. In the event EGLE disapproves a work plan, proposal, or other document, it will notify the Owner/Operator, in writing, specifying the reasons for such disapproval. The Owner/Operator shall submit, within 30 days of receipt of such disapproval, a revised work plan, proposal, or other document that adequately addresses the reasons for EGLE's disapproval. If the revised work plan, proposal, or other document is still not acceptable to EGLE, EGLE will notify the Owner/Operator, in writing, of this disapproval.
 - c. In the event EGLE approves with specific modifications, a work plan, proposal, or other document, it will notify the Owner/Operator, in writing, specifying the modifications required to be made to such work plan, proposal, or other document prior to its implementation and the specific reasons for such modifications. EGLE may require the Owner/Operator to submit, prior to implementation and within 30 days of receipt of such approval with specific modifications, a revised work plan, proposal, or other document that adequately addresses such modifications. If the revised work plan, proposal, or other document is still not acceptable to EGLE, EGLE will notify the Owner/Operator, in writing, of this disapproval.
 - d. Upon EGLE approval, or approval with modifications, of a work plan, proposal, or other document, such work plan, proposal, or other document shall be incorporated by reference into this Compliance Agreement and shall be enforceable in accordance with the provisions of this Compliance Agreement.
 - e. Failure by the Owner/Operator to submit an approvable work plan, proposal, or other document, within the applicable time periods specified above, constitutes a violation of this Compliance Agreement and shall subject the Owner/Operator to the enforcement provisions of this Compliance Agreement.
 - f. Any delays caused by the Owner/Operator's failure to submit an approvable work plan, proposal, or other document when due shall in no way affect or alter the Owner/Operator's responsibility to comply with any other deadline(s) specified in this Compliance Agreement.
 - g. No informal advice, guidance, suggestions, or comments by EGLE regarding reports, work plans, plans, specifications, schedules, or any other writing submitted by the Owner/Operator will be construed as relieving the Owner/Operator of his/her

obligation to obtain written approval, if and when required by this Compliance Agreement.

Extensions

- 4.14 The Owner/Operator and EGLE agree that EGLE may grant the Owner/Operator a reasonable extension of the specified deadlines set forth in this Compliance Agreement. Any extension shall be preceded by a written request to the DWEHD District Supervisor no later than ten business days prior to the pertinent deadline and shall include:
- a. Identification of the specific deadline(s) of this Compliance Agreement that will not be met.
 - b. A detailed description of the circumstances that will prevent the Owner/Operator from meeting the deadline(s).
 - c. A description of the measures the Owner/Operator has taken and/or intends to take to meet the required deadline(s).
 - d. The length of the extension requested and the specific date on which the obligation will be met.

No change or modification to this Compliance Agreement shall be valid unless in writing from EGLE and, if applicable, signed by both parties.

Termination

- 4.15 This Compliance Agreement shall remain in full force and effect until terminated by a written Termination Notice (TN) issued by EGLE. Prior to issuance of a written TN, the Owner/Operator shall submit a request consisting of a written certification that the Owner/Operator has fully complied with the requirements of this Compliance Agreement and has made payment of any fines required in this Compliance Agreement. Specifically, this certification shall include:
- a. The date of compliance with each provision of the compliance program in Section II of this Compliance Agreement, and the date any fines or penalties were paid.
 - b. A statement that all required information has been reported to the DWEHD District Supervisor.
 - c. Confirmation that all records required to be maintained pursuant to this Compliance Agreement are being maintained at the facility.

EGLE may also request additional relevant information. EGLE shall not unreasonably withhold issuance of a TN.

Administrative Compliance Agreement

<u>Document</u>		<u>Issue Date</u>
	Exhibit A	
Sanitary Survey Report for the Water Supply Serving City of Inkster		September 18, 2025
	Exhibit B	
Violation Notice and Enforcement Notice Technical & Managerial Capacity		November 1, 2024
	Exhibit C	
Violation Notice and Enforcement Notice Failure to Obtain a Construction Permit		August 6, 2024
	Exhibit D	
Enforcement Notice		July 3, 2025
	Exhibit E	
Asset Management Plan Deficiency Letter		March 5, 2020
	Exhibit F	
EQP2016 - Water Supply Cross Connection Report		



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION



PHILLIP D. ROOS
DIRECTOR

September 18, 2025

VIA EMAIL AND U.S. MAIL

Jerome Bivins, Department of Public Services Director
City of Inkster
26900 Princeton
Inkster, Michigan 48141

WSSN: 03360
County: Wayne

Dear Jerome Bivins:

SUBJECT: Sanitary Survey Report for the Water Supply Serving City of Inkster

This letter confirms the Department of Environment, Great Lakes, and Energy's (EGLE) meeting with Jerome Bivins, on July 30, 2025, and La-Toria Triplett, Dylan Davis, Don Hooker, Rodney Johnson, and Carrie Loya-Smalley with Benesch to conduct a Sanitary Survey (Survey) of the City of Inkster (Inkster) and to present final findings, discuss areas for improvement, and identify timelines for corrective actions. The purpose of a Survey is to evaluate water systems with respect to requirements of the Michigan Safe Drinking Water Act, 1976 PA 399, as amended (Act 399). It is also an opportunity to update EGLE's records, provide technical assistance, and identify risks that may adversely affect drinking water quality. Enclosed for your reference is a Survey review summary and the standard report for Inkster from our database. Please share these findings with the Mayor and city council members so local decision makers are informed of the water system needs.

The following table summarizes EGLE's final findings from the Survey of the water system:

Survey Element	Findings
Source	Not Applicable
Treatment	Not Applicable
Distribution System	Deficiencies Identified within the Overall Significant Deficiency
Finished Water Storage	Not Applicable
Pumps	Not Applicable
Monitoring & Reporting	Recommendations Made
Management & Operations	Deficiencies Identified within the Overall Significant Deficiency
Operator Compliance	No Deficiencies/Recommendations

Survey Element	Findings
Security	No Deficiencies/Recommendations
Financial	Deficiencies Identified within the Overall Significant Deficiency
Other	Deficiencies Identified within the Overall Significant Deficiency

At this time, Inkster is meeting the strict primary water quality standards of Act 399 and complies with all water sampling requirements.

Significant Deficiencies:

Significant deficiencies are serious sanitary deficiencies identified in water systems which include, but are not limited to, defects in design, operation, maintenance, or a failure or malfunction of the sources; treatment, storage, or distribution systems that are determined to be causing, or have the potential to cause, contamination into the public water supply.

Significant deficiencies must be corrected or the water supply must have an EGLE-approved corrective action plan within 120 days of the date of this letter, or earlier if specified by EGLE. Failure to meet the deadline is a treatment technique violation with public notice requirements and may result in administrative penalties up to \$10,000 per violation.

During the Survey, the most significant observation is a need for adequate technical, managerial, and financial capacity. The observations related to technical and managerial capacity issues are individually considered deficiencies and highlight inadequacies related to financial capacity. Inkster's inability to adequately invest in needed maintenance, capital improvement projects, and resources to properly manage and operate the system is critical and a concern. Altogether the deficiencies equate to a significant deficiency in the water system's capacity to own and operate its water system.

While this technical, managerial, and financial capacity significant deficiency has been identified, EGLE acknowledges the efforts that Inkster has put forth in several areas including: (1) a customer meter replacement program to be completed in 2026 to improve billing and the understanding of water use, (2) an on-going program to replace lead services lines by 2030, (3) seeking and obtaining loans and grants in order to complete much needed water main replacements, (4) completing leak surveys and subsequent repairs on a reoccurring basis, and (5) the on-going development and implementation of valve exercising and hydrant maintenance programs.

The seven (7) deficiencies identified are listed below:

1. Inoperable Hydrants and Valves (Rule 1105 and Rule 1108) – Inkster reported that there are approximately 170 inoperable valves (out of 860) and 47 inoperable hydrants (out of 950) with an additional 160 requiring major repairs. Inoperable valves affect the water supply's ability to minimize interruptions in service and minimize sanitary hazards during construction or repairs. Inoperable hydrants will affect the ability of the water system to provide water for fire fighting in those areas and will affect Inkster's ability to address water quality concerns and/or complete system maintenance activities. Grant funds were used to purchase replacement valves and hydrants; however, Inkster lacks the available funds to complete the installation. Inkster did not identify a timeline to complete the replacements or a plan to obtain the necessary funding.
2. Since 2000, it is estimated that 14% (>80,000 feet) of the city's water infrastructure has been replaced, however, there were multiple years in that time period where no replacements were completed. In the last 5 years, over 52,000 feet of water main has been or will be replaced through Drinking Water State Revolving Fund loans and/or grants. The city has an estimated 107 miles of water main with up to as much as 490,000 feet left to replace. It is critical that Inkster continue to develop a water main replacement program given the following:
 - The water main is 60 to almost 100-years old and mostly unlined cast iron.
 - The system experiences a high number of water main breaks with an average of 73 per year or one every 1.5 miles.
 - Water loss is estimated at 40%.
 - Pressure reducing valves (PRVs) are used at the Great Lakes Water Authority (GLWA) connections to artificially lower the pressure to 40 to 45 pounds per square inch (psi) as a means to reduce the number of water main breaks.
 - Leak studies are conducted and routinely find a significant number of leaks that are typically repaired: 79 in 2022, 72 in 2023, and 68 in 2024.

Inkster has expressed that the city will need to continue to receive federal loans and grants in order to continue water main replacement. Inkster needs to identify and develop other funding options including through the city's water fund, as continued award of federal loans and grants is difficult to guarantee. Inkster stated that they have the ability re-evaluate water rates at the beginning of 2026 as a by-product of its customer meter replacement program. This is an opportunity to complete a rate study to assess and identify a rate structure to increasing funding for repairs and water main replacements. Over time, improvements to the system will improve water quality, water reliability, flow, pressure, reduce water loss and breaks, reduce interruptions to the public, reduce the potential hazards to public health, and free up valuable city resources.

3. Cross Connections (Rule 1403 (2) and 1404) – Inkster is utilizing HydroCorp to assist with implementation of their cross connection control program for commercial and industrial customers. Inkster's cross connection control program

plan must be updated to include initial inspection, re-inspections, and testing of testable devices for residential accounts. This deficiency was also cited in the previous sanitary survey letter dated August 18, 2021.

We suggest that residential customers who pose the greatest risk receive priority for inspections. Cross connections most commonly found in residential settings include lawn irrigation/fertilization systems, water assisted sump pumps, in-ground pools and spas, private irrigation wells, water softeners, and solar panels. Once a residential customer has been identified as having a known or suspected cross connection, they must be assigned a routine reinspection frequency, and any testable assemblies must be tested in accordance with departmental guidelines and the water supply's cross connection program. Residential inspections must be phased into your cross connection control program.

EGLE understands that there are inherent challenges due to resource limitations and the intrusive nature of these inspections. Alternative approaches to comprehensive routine residential inspections, which will be acceptable by EGLE, are to identify and eliminate residential risks by the following:

- Inspection while performing water meter maintenance or responding to a water quality complaint.
- Close coordination with the building/plumbing department during construction.
- Exterior walk around inspections.
- A mandatory plumbing survey/questionnaire to customers to build an inventory of high hazard accounts and follow through with proper backflow prevention assemblies.
- A robust public education program which includes, but is not limited to, such elements as websites, events, and mailings.

These alternative approaches should be documented to keep record of these efforts just like any other cross connection inspection. Ultimately these alternative approaches should be incorporated into the updated cross connection control plan and in the annual cross connection report.

When updating the program plan to incorporate the residential program, the following must also be addressed:

- Add the requirement for a device tester to hold American Society of Sanitary Engineering (ASSE) 5110 certification per Rule 1405(2) and include that a tester must also be a master plumber, journey plumber, or apprentice under the supervision of a master or journey plumber.
- Include the most current city ordinance in the plan to replace the out-of-date version.
- For the hydrant use permit process, if contractors are providing the backflow prevention device, then Inkster needs to specify the device to be provided

(e.g. reduced pressure zone assembly) and obtain a copy of the most recent passing test for the device from the contractor.

Since Inkster is currently replacing customer meters, this could be an opportunity to incorporate efforts to educate and collect data for residential cross connections.

Please submit an updated plan and schedule for phasing in the residential inspections and testing to EGLE through the Michigan Environmental Health and Drinking Water Information System (MiEHDWIS) portal.

4. Rule 1108(3) and 2022 Recommended Standards for Water Works 8.6 – Inkster has discovered two blow-offs in their system, and their construction is unknown. The primary concerns are (1) possible direct connection to a sewer and (2) possible drain holes at the base of the blow-off that may become submerged inlets. Both conditions present a possible avenue for contaminants to enter the below grade pipe and potentially the water system and are a cross connection concern. In addition, any above grade ends of piping must be properly capped. If these blow-offs are no longer needed, then these should be properly removed to mitigate potential concerns. If these blow-offs must be maintained, then confirm their purpose and construction, and properly address the items above, which may include disconnection from the sewer or plugged drain holes.
5. Reliability Study (Rule 1203) & General Plan (Part 16) - According to EGLE's records the most recent submittal is dated 2012. Updates were requested in the previous sanitary survey letter dated August 18, 2021, and the 2017 sanitary survey letter identified General Plan elements that needed to be incorporated into the next update. Per Rule 1203 (2), reliability studies shall be updated every 5 years, and per Rule 1603 (2), updates to general plan elements are due within 6 months of being requested. An updated reliability study (Rule 1203) and general plan are overdue and must be submitted to EGLE through MiEHDWIS.

EGLE understands that Inkster is currently working on updates and intends to submit them in October 2025. The update must address the requirements in Parts 12 and 16 and addressing the following specific items:

- a. (Rule 1605(b)) An inventory of water main by size, material, and age.
- b. (Rule 1605(a)) A hydraulic analysis that includes pressure contours of the distribution system under peak demands. As part of this analysis, (1) evaluate the PRV settings, which are decreasing the pressure provided by GLWA at the city's connections, to confirm that these settings do not cause areas of Inkster's system to have pressure less than 35 psi under normal conditions or less than 20 psi under emergency conditions (Rule 1105(1)), and (2) evaluate the hydraulic effects and assess potential water quality effects of opening emergency interconnections.
- c. (Rule 1604(a) and (b)) Provide an updated general layout of the entire waterworks system that incorporates completed water main replacements,

shows the location of GLWA connections, PRVs, and emergency connections.

- d. (Rule 1606(1)(d)) A capital improvement plan (CIP) that identifies system needs for 5-year and 20-year planning periods including a description of the specific projects (e.g. street name, water main size, etc.), estimated costs, schedule, and known or anticipated funding source.
6. An Asset Management Plan (AMP) submitted by the Inkster was received December 31, 2017; however, it did not meet all the requirements under Rule 1606. EGLE's comments were provided in a March 5, 2020, letter. This was cited in the previous sanitary survey letter dated August 18, 2021. Revision to the AMP addressing the comments to the asset inventory, level of service goals, and funding structure and rate methodology portions of the plan have not been received.

A revised AMP must be submitted to EGLE through MiEHDWIS. As part of the funding and budget discussion in the AMP, please address the budget shortfalls and how funding gaps are being addressed (e.g. rate increases, bonds, loans, grants). If there is a reliance on federal loans and grants to complete capital improvements, then this should be identified in the CIP. Additionally, the PRVs and lead service lines should be included in the asset inventory and proposed improvements/replacements reflected in the CIP. If any of the other elements of the program plan have been revised since its submission in 2017, please include these updates as well.

Results of the on-going asset management program, such as criticality assessment, an evaluation of Inkster's achievement of level of service goals, or updates to the asset inventory, should be included in the Reliability Study and General Plan update.

7. Recordkeeping (Part 15, Rule 1506) – Inkster is keeping records in a mix of hard copy and digital files and is working on digitizing some of these records and organizing files. However, during the Survey, EGLE was unable to confirm that Inkster (1) is meeting records retention requirements, (2) fully understands the requirements, or (3) knows where the records are located.

Copies of the 2014 and 2015 cross connection control annual reports were requested in the previous sanitary survey letter dated August 18, 2021. EGLE has no record of ever receiving these reports. To date, Inkster has not provided these reports or otherwise demonstrated that they have these records.

In addition, EGLE is aware that GLWA consecutive customers are not meeting recordkeeping requirements related to the sampling and analytical laboratory services provided by GLWA. Although GLWA is providing the analytical data to customers, they are not receiving laboratory reports or tables containing the

required information listed in Rule 1506(2). EGLE acknowledges that resolution of this deficient element will take a cooperative effort between EGLE, GLWA, and consecutive customers. EGLE welcomes engaging in dialogue related to this issue and how this global issue can be resolved.

Please provide a summary of Inkster's plan and schedule to improve record retention and how Inkster will meet the requirements in Part 15.

Reminders and Other Follow Up:

The reminders and actions below are not deficiencies but failure to complete them could result in potential deficiencies or significant deficiencies.

During the Survey, five (5) reminder(s) and other follow up items were identified and are listed below. Please provide a written response addressing each of the items below by October 18, 2025.

- RO1. Distribution System Pressure (Rule 1105) & PRVs – PRVs are located on the downstream side of the three GLWA metered connections and are set to reduce pressure to between 40 and 45 psi. Inkster is working on upgrades which will make the downstream pressure readouts available in GLWA's Wholesale Automated Meter Reading (WAMR) portal at two of these locations (IK-01 and IK-04). Given that Inkster's water distribution systems pressure is within 5 to 10 psi of the regulator minimum of 35 psi, pressure monitoring locations should be established at points in the system where low pressures could occur. These locations should be regularly monitored to evaluate system performance under the given boundary conditions. In addition, Inkster should routinely monitor downstream pressure readings at the PRVs, some of which will be available through WAMR in the near future. If pressures drop below 35 psi under normal operating conditions or 20 psi under an emergency condition, then these events must be investigated and a corrective action plan defined to restore compliance with Rule 1105.
- RO2. Self-Draining Hydrants (EGLE 2008 Cross Connection Rules Manual 6.13, 2022 Recommended Standards for Water Works 8.4.4) – Inkster has hydrants with weep/drain holes which present a cross connection concern. The conditions surrounding the hydrants should be assessed. The presence of high groundwater, poorly draining soils, sites of environmental contamination, or sewers in close proximity are conditions present the potential for contaminants to enter through the drains and possibly enter the water system. Inkster should identify these hydrants, assess the potential risk, and appropriately prioritize their replacement or the plugging of the drain holes.
- RO3. Residual Chlorine (Rule 611a(2)(c)) – As previously communicated in the 2021 sanitary survey letter, it was recommended that Inkster regularly review and evaluate monthly residual chlorine data collected by GLWA at the bacteriological

sample sites. Act 399, Rule 325.10611a, *Filtration and disinfection; disinfection*, subpart (c), states: “The residual disinfectant concentration in the distribution system...shall not be undetectable in more than 5% of the samples each month for any 2 consecutive months that the supply serves water to the public. Water in the distribution system that has a heterotrophic bacteria concentration less than or equal to 500 per milliliter, measured as heterotrophic plate count (HPC), is considered to have a detectable disinfectant residual for purposes of determining compliance with this subdivision”. For your water system, residual chlorine is measured during collection of 30 bacteriological samples each month; if two samples have a non-detectable residual and HPC concentration over 500 and this occurs for two consecutive months, then the water system would be in violation. Regularly reviewing residual chlorine data will increase Inkster’s understanding of the water quality conditions in their distribution system and whether there are low residual chlorine levels that make the system susceptible to violations. This information can be used by the Inkster to evaluate and adjust system operations or monitoring. This could include, but is not limited to, conducting supplemental investigations or monitoring, reviewing sample site conditions and sampling procedures, installing sampling stations, developing a hydrant flushing program, checking for closed valves, or other actions that would increase water movement, reduce water age, or improve water quality conditions.

Additionally, Inkster should establish minimum and maximum residual chlorine goals for their distribution system. Although GLWA has a responsibility to ensure an adequate chlorine residual is delivered to its customer systems, Inkster has a responsibility to maintain that water quality including adequate chlorine residual. EGLE’s review of recent chlorine residual data from sites in Inkster indicates that there are locations with chlorine residuals that are routinely below 0.2 milligrams per liter (mg/L). Inkster should assess the causes and determine what actions may be needed to address the low chlorine residuals.

- RO4. A review of the Revised Total Coliform Rule (RTCR) bacteriological site sampling plan (SSP) on file with EGLE identified that corrections are needed to the listed contacts and listed sites. Please confirm the sampling sites with GLWA as it appears that some sites that are listed as being up and downstream are being used instead of the routine site (for example: 26700 Princeton and 2001 Inkster). When submitting the revised SSP, please use the dynamic form in the MiEHDWIS portal.
- RO5. Inkster has obtained contract services to meet the regulatory requirement to have an operator-in-charge (OIC) and backup operator. Throughout the duration of these contract services, the OIC and backup operator roles and responsibilities should be clearly defined, and the OIC must make daily visits, be on call 24 hours per day, and supervise/direct staff responsible for daily operations. Although Inkster had advertised the position, they were not successful in filling the position; thus, Inkster intends to invest in their staff. Once Inkster has staff with the required level of certification and appropriate level of training, then this

staff will fill the OIC and backup operator positions. Please provide a plan and timeline for having the OIC and backup operator on staff.

Recommendations:

Recommendations should be considered by the public water supply to enhance level of services, and to avoid future deficiencies.

During the Survey, five (5) recommendations were identified and are listed below. Please provide a written response addressing each of the items below by October 18, 2025.

- R1. Continue to develop and expand the valve exercising and hydrant flushing programs including Geographic Information System (GIS) dashboards and standard operating procedures for directional flushing.
- R2. Development of a standard operating procedure for using emergency connections with neighboring communities. This should include key contacts, process for opening emergency connections, action plans (such as communications with the public, flushing of the systems, water sampling, etc.) for water quality changes (such as discolored water, flow reversals, etc).
- R3. Recommend checking chlorine levels when flushing after a repair or main break. EGLE recommends obtaining a digital hand-held meter that can measure residual chlorine (free and total).
- R4. On the annual pumpage reports, please put "City of Inkster" for the name of the supply rather than "GLWA" because the report is for the water being used by the city.
- R5. Water Department staff and operators should review the RTCR requirements related to Level 1 and Level 2 Assessment to understand what they are and when they are required. Visit EGLE's RTCR webpage for more information.

EGLE's investigation is considered complete. This Significant Deficiency (SD) begins as of the date of this letter and will continue until Inkster completes corrective action. Inkster must complete corrective action within 120 days of the date of this letter or comply with a Corrective Action Plan and schedule approved by this office. Please contact EGLE within 30 days of the date of this letter to discuss appropriate corrective action and to provide any factual information for EGLE to consider regarding the Survey findings. You must also notify EGLE, in writing, within 30 days of correcting the significant deficiency.

Please note that any SD that remains unresolved at the time the annual Consumer Confidence Report (CCR) is distributed, the water supplier is required to provide a Special Notice in its CCR. The water supplier must inform your customers on the

details regarding the unresolved SD including the date the SD was identified by EGLE; the EGLE approved plan and schedule for correction along with the current progress toward this approved plan. This Special Notice requirement shall be included in all future CCRs until the SD has been resolved.

If you have any questions, please feel free to contact me at the phone number listed below or by email at YuskoKotimkoT@Michigan.gov.

Sincerely,



Tiffany Yusko-Kotimko, District Engineer
Field Operations Section
Drinking Water and Environmental Health Division
586-817-9120

Enclosures

enc/cc: La-Toria Triplett, City of Inkster
Rodney Johnson, Benesch
Carrie Loya-Smalley, Benesch
Wayne County Department of Health, Human & Veterans Services
Brian Thurston, EGLE
Brandon Onan, EGLE
Mike Bolf, EGLE
Matt Allen, EGLE
Vicki Garon, P.E., EGLE



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
WARREN DISTRICT OFFICE



PHILLIP D. ROOS
DIRECTOR

November 1, 2024

VIA ELECTRONIC MAIL AND U.S. MAIL

Byron Nolen, Mayor
City of Inkster
26900 Princeton Street
Inkster, Michigan 48141

PWSID: MI0003360
County: Wayne

Dear Byron Nolen:

SUBJECT: Violation Notice (VN) and Enforcement Notice (EN), Technical & Managerial Capacity – Operator Oversight

The Department of Environment, Great Lakes, and Energy (EGLE), Drinking Water and Environmental Health Division (DWEHD), Warren District Office, is pursuing an escalated enforcement action for the violation of law by City of Inkster (Inkster) as set forth herein.

PLEASE BE ADVISED that Inkster has failed to comply with the Michigan Safe Drinking Water Act, 1976 PA 399, as amended (Act 399), and the administrative rules promulgated thereunder. Specifically, Michigan Compiled Law (MCL) 325.1009 Classification of public water supplies including water treatment and distribution systems; advisory board of examiners; certificates of competency; supervision of public water supply; certificate renewal; training program for certified operator; fees, and Part 19, Examination and Certification of Operators, R 325.11905, Certification of operators.

MCL 325.1009 of Act 399 states:

(6) A public water supply must be under the supervision of a properly certified operator as specified in the rules.

Rule 1905 of the administrative rules of Act 399 states:

(1) Any waterworks system or portion of a system which has been classified in accordance with R 325.11901 or R 325.11902 shall be under the supervision of an operator in charge certified in the system classification as specified in these rules.

(9) A waterworks system shall have in place a plan for proper operation of the waterworks system when the operator in charge is not available.

Through EGLE's review of Inkster's September 6, 2024, response to the August 6, 2024, VN/EN Failure to Obtain a Construction Permit and subsequent conversations

with Inkster, EGLE identified deficiencies in technical and managerial capacities regarding operator oversight of Inkster's public water supply as summarized below.

- Decisions regarding how to complete work on water main segments identified in the August 6, 2024, VN/EN Failure to Obtain a Construction Permit did not involve and were not made by the operator-in-charge (OIC). This includes decisions regarding the appropriate process, such as disinfection, bacteriological sampling, and boil water advisories, to ensure proper water quality prior to putting new main and returning existing main to service following work which required shutting down and exposing the interior of water main to the environment.
- The OIC is a contract employee and has not been consulted or been involved in decisions being made regarding the daily operational activities of the system that will directly impact the quality or quantity of drinking water. These decisions are being made by unlicensed individuals.
- The OIC has not been overseeing day-to-day operations of the water system, has not been supervising or directing staff responsible for the water system operations, and has not been directing responses to emergencies in the water system.
- The OIC's involvement has been limited to disinfection by-product sampling, lead and copper sampling, and preparation of the annual consumer confidence report. The OIC's visit to the water departments are typically once a month.
- The designated backup operator, since May 2023, is contracted through Benesch and is primarily involved with water main replacement design and construction with no involvement in the day-to-day operations of the public water supply and no involvement with most water emergencies.

EGLE acknowledges that Inkster has been providing incentives and training opportunities for City staff to obtain operator licenses with the intent of having City staff obtain S-1 certification and serve as the OIC. However, Inkster has had limited success to date. The City has one S-4 in the water department, and the current OIC will be resigning as of November 7, 2024.

EGLE's investigation is considered complete. Inkster should take immediate action to achieve and maintain compliance with Act 399 and the administrative rules. Inkster must provide to EGLE a written response and provide a compliance schedule for the following elements addressing the managerial and technical capacity deficiencies not later than December 1, 2024.

1. Provide an organizational chart for the water department that identifies roles and responsibilities of staff including at what levels decisions are made and any limitations on authority.
2. Provide a standard operating procedure (SOP) that outlines water system oversight procedures for the operation and maintenance of the system including coordination between the OIC, backup operator, and staff. This must also outline a plan for proper operation of the water system when the OIC is not available

including when and how the plan will be implemented, an organizational chart that identifies roles and responsibilities, and the role of the backup operator. Also identify which staff have water operator licenses and the level of the license.

3. Provide a plan and schedule for filling the upcoming OIC vacancy including any information regarding hiring, internal training and promotion, and use of a temporary OIC. If utilizing a temporary OIC, provide the expected duration and a detailed plan that includes the frequency of site visits, what decision authority the temporary OIC will have, how the temporary OIC will be engaged with day-to-day activities, direct staff responsible for work on the water system, be involved with water emergencies, etc.
4. Provide a plan for continued training, education, and certification of City staff and what efforts the City is using to retain certified operators.
5. Develop a SOP for water emergencies including the chain of communication, chain of command, steps for addressing the emergency, and how and when service is restored. The SOP must address the common types of emergencies and include details on how disinfection will be completed, when bacteriological samples will be collected and precautionary boil water advisories issued and lifted, and the process for flushing mains and monitoring residual chlorine.
6. Develop a SOP for non-emergency water system repairs and maintenance. This SOP must contain and address the same elements described in item 5, above.
7. Review and update the City's emergency response plan (Part 23 R 325.12302 and R 325.12303) and incorporate the SOPs regarding emergencies, water system oversight, and any others that the City develops that are relevant to emergency response. Include the process for notifying EGLE when there is an emergency.

EGLE will review the proposed compliance schedule. Resolution of the deficiencies may necessitate the City entering an administrative compliance agreement with EGLE for the purpose of incorporating and establishing an agreed upon compliance schedule.

Please note that EGLE reserves its right to take all necessary and appropriate enforcement actions for all violations of Act 399, and the administrative rules promulgated thereunder, that have occurred to date, and any violations that may occur in the future. These actions include, but are not limited to, seeking civil fines, as authorized under Section 22 of Act 399.

MCL 325.1022 states:

At the request of the department, the attorney general may bring an injunctive action or other appropriate action in the name of the people of the state to enforce this act, rules promulgated under this act, or an order issued pursuant to this act or the rules. In addition to other relief granted under this section, the court may impose a civil penalty of not more than \$5,000.00 for each day of violation.

Inkster may request a meeting with EGLE, DWEHD to discuss the issues detailed in this letter.

If you have any factual information you would like to be considered regarding the violation identified in this VN/EN, please provide it in a written response by December 1, 2024. We anticipate and appreciate your cooperation in resolving this matter. Please direct any questions regarding this VN/EN to Tiffany Yusko-Kotimko, by mail at P.O. Box 30817, Lansing, Michigan 48909, by telephone at 586.817.9120, or by email at YuskoKotimkoT@Michigan.gov.

Sincerely,



Vicki Garon PE, District Supervisor
Field Operations Section
Drinking Water and Environmental Health Division

cc: Jerome Bivins, City of Inkster (via email)
LaToria Triplett, City of Inkster (via email)
Brian Thurston, EGLE (via email)
Brandon Onan, EGLE (via email)
Matthew Allen, EGLE (via email)
Maureen Nelson, EGLE (via email)
Tiffany Yusko-Kotimko, EGLE (via email)

Exhibit C



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
WARREN DISTRICT OFFICE



PHILLIP D. ROOS
DIRECTOR

August 6, 2024

VIA ELECTRONIC MAIL AND U.S. MAIL

Byron Nolen, Mayor
City of Inkster
26900 Princeton Street
Inkster, Michigan 48141

PWSID: MI0003360
County: Wayne

Dear Byron Nolen:

SUBJECT: Violation Notice (VN) and Enforcement Notice (EN), Failure to Obtain a Construction Permit

The Department of Environment, Great Lakes, and Energy (EGLE), Drinking Water and Environmental Health Division (DWEHD), Warren District Office, is pursuing an escalated enforcement action for the violation of law by City of Inkster (Inkster) as set forth herein.

PLEASE BE ADVISED that Inkster has failed to comply with the Michigan Safe Drinking Water Act, 1976 PA 399, as amended (Act 399), and the administrative rules promulgated thereunder. Specifically, Michigan Compiled Law (MCL) 325.1004, Waterworks system; filing plans and specifications, general plan, evaluation of proposed system; use of assessment tool; determination of zone C withdrawal; certification of measures taken; capacity assessment; return or rejection of plans and specifications; public notice; plans and specifications for improvements; permit for construction; violation; conditions for denial of permit; verbal approval of minor modifications; confirmation; report; definitions, and Part 13, Construction Plans and Specification and Permits, R 325.11302, Submission of plans and specifications for construction or alteration of waterworks system; guidance material, of the administrative rules.

MCL 325.1004 of Act 399 states:

(6) Before commencing the construction of a waterworks system or an alteration, addition, or improvement to a system, a supplier of water shall submit the plans and specifications for the improvements to the department and secure from the department a permit for construction as provided by rule. Plans and specifications submitted to the department shall be prepared by a professional engineer licensed under article 20 of the occupational code, 1980 PA 299, MCL 339.2001 to 339.2014. A contractor, builder, or supplier of water shall not engage in or begin the construction of a waterworks system or an alteration, addition, or improvement to a waterworks system until a valid permit for the construction has been secured from the department. A contractor, builder, or supplier of water who permits or allows construction to proceed without a valid permit, or in a manner not in accordance with the plans and specifications approved by the department, violates this act. A supplier of water shall not issue a voucher or check or in any other way expend money or provide consideration for

construction of a waterworks system unless a valid permit issued by the department is in effect.

Rule 1302 of the administrative rules of Act 399 states:

(1) For type I public water supplies, before the construction or alteration of a waterworks system, or a portion of a waterworks system, plans and specifications shall be submitted to the department by a public water supply or its designated agent for review, approval, and issuance of a permit, unless otherwise accepted under R 325.11304.

(2) A permit application shall be submitted with the plans and specifications, shall identify and summarize plans or projects, and, if applicable, shall indicate the authorization of the designated agent for the public water supply.

On June 6, 2024, EGLE received confirmation via electronic communication from Carrie Loya-Smalley with Benesch, Inkster's contract engineering firm, that construction was completed without first obtaining an Act 399 construction permit. Specifically, the work completed consisted of relocating sections of water main and/or hydrant connections at five locations where the water main or fire hydrant connection was in direct conflict with new storm sewers being installed by Inkster as part of the Clean Water State Revolving Fund (CWSRF) Project 5723-01 Eastern Outfalls CSO Elimination Phase 1. During the construction, the location of the water main or fire hydrant connection was found to be deeper than anticipated resulting in unplanned, but necessary, relocations. Per the documentation provided by Benesch, in a May 8, 2024, electronic communication to EGLE Water Infrastructure Finance Section in the CWSRF contract modification Number 5 submittal dated March 19, 2024, relocation work was completed at the following five locations:

- Water main near the storm structure CB501 at the intersection of Notre Dame and Bayhan.
- Water main at the intersection of Notre Dame and Bayhan; the submittal noted the water main was raised over the storm sewer to provide proper clearance.
- A fire hydrant tee connection at the southwest corner of John Daly and Notre Dame.
- Water main at the northwest corner of Kitch and Notre Dame.
- Water main at the southwest corner of Kitch and Notre Dame.

Inkster's construction of this type without an EGLE-issued Act 399 construction permit is a violation of MCL 325.1004 of Act 399 and Rule 1302 of the administrative rules. EGLE acknowledges that Inkster has been planning additional water main replacement work in the area of the CWSRF storm water project and confirmed their intention to submit Act 399 permit applications for these projects prior to the identification of this violation.

YOU ARE FURTHER ADVISED that EGLE has identified the following specific violations:

1. Failure to acquire a valid permit for the construction, alteration, addition, or improvement of a water system.
2. Authorization of construction without a valid permit approved by EGLE.
3. Issuance of a voucher or check or in any other way expending money or providing consideration for construction of a waterworks system without having a valid permit in effect.

EGLE's investigation is considered complete. Inkster has been out of compliance since construction activities commenced and must return to compliance. Inkster should take immediate action to achieve and maintain compliance with Act 399 and the administrative rules. Inkster must provide a written response to EGLE including the following:

1. Provide as-built drawings for the five locations where the water main and/or fire hydrant connections were relocated. As-built drawings shall be based on field inspection and survey data obtained during the construction and shall be prepared following general industry standards. The as-builts must show the material of construction, profiles showing the elevations of water main and storm sewer as constructed, the vertical separation distance between the water main and the storm sewer, and the cover over the water main. Include the construction specifications and standard engineering details provided to the contractor for the construction of the water main. The drawings must be marked as as-builts with a revision date.
2. If there were any deviations from the construction specifications or the Recommended Standards for Water Works, Suggested Practice for Water Works, American Water Works Associations standards, or the requirements of Act 399 and its administrative rules, then a list of the deviations and an explanation for why the deviation was allowed and why it was necessary must be provided to EGLE.
3. Provide information as to when the need for the relocation was identified, when decisions were made to approve the work, when construction started, and when the project was completed.
4. Provide documentation, such as construction reports, inspection reports, laboratory reports, etc., of the hydrostatic leak testing, disinfection, and bacteriological testing completed prior to putting the water main back into service.
5. Provide any internal policy or procedure that has been put into place to ensure this will not occur again.

EGLE is requesting the above information, and any other relevant documents demonstrating how the project was completed, be provided not later than September 6, 2024.

Please note that EGLE reserves its right to take all necessary and appropriate enforcement actions for all violations of Act 399, and the administrative rules promulgated thereunder,

CONSTITUTION HALL • 525 WEST ALLEGAN STREET • P.O. BOX 30473 • LANSING, MICHIGAN 48909-7973
Michigan.gov/EGLE • 800-662-9278

that have occurred to date, and any violations that may occur in the future. These actions include, but are not limited to, seeking civil fines, as authorized under Section 22 of Act 399.

MCL 325.1022 states:

At the request of the department, the attorney general may bring an injunctive action or other appropriate action in the name of the people of the state to enforce this act, rules promulgated under this act, or an order issued pursuant to this act or the rules. In addition to other relief granted under this section, the court may impose a civil penalty of not more than \$5,000.00 for each day of violation.

Inkster may request a meeting with EGLE, DWEHD to discuss the issues detailed in this letter.

If you have any factual information you would like to be considered regarding the violation identified in this VN/EN, please provide it in a written response by September 6, 2024. We anticipate and appreciate your cooperation in resolving this matter. Please direct any questions regarding this VN/EN to Tiffany Yusko-Kotimko, by mail at the address listed below, by telephone at 586.817.9120, or by email at YuskoKotimkoT@Michigan.gov.

Sincerely,



Vicki Garon PE, District Supervisor
Field Operations Section
Drinking Water and Environmental Health Division

cc: Jerome Bivins, City of Inkster (via email)
LaToria Triplett, City of Inkster (via email)
Carrie Loya-Smalley, Benesch (via email)
Brian Thurston, EGLE (via email)
Brandon Onan, EGLE (via email)
Matthew Allen, EGLE (via email)
Tiffany Yusko-Kotimko (via email)

Exhibit D



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION



PHILLIP D. ROOS
DIRECTOR

July 3, 2025

VIA CERTIFIED MAIL

The Honorable Byron Nolen
City of Inkster
26215 Trowbridge
Inkster, Michigan 48141

Dear Mayor Byron Nolen:

SUBJECT: **Enforcement Notice** – City of Inkster; WSSN: 03360

This Enforcement Notice is to advise you of the commencement of an enforcement action against the City of Inkster (Inkster), doing business at the Department of Public Services, 26900 Princeton Street, Inkster, Michigan by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Drinking Water and Environmental Health Division (DWEHD). This is in response to the Violation Notice and Enforcement Notices (VN/EN) issued by EGLE on August 6, 2024. A copy of the VN/EN is enclosed.

In the August 6, 2024, VN/EN, Inkster was cited by EGLE staff for alleged violation(s) of the Michigan Safe Drinking Water Act, 1976 PA 399, as amended (Act 399) and the administrative rules, being 2009 AACRS R 325.1010, *et seq.*, as amended. Specifically, Michigan Compiled Law (MCL) 325.1004, Waterworks system; filing plans and specifications, general plan, evaluation of proposed system; use of assessment tool; determination of zone C withdrawal; certification of measures taken; capacity assessment; return or rejection of plans and specifications; public notice; plans and specifications for improvements; permit for construction; violation; conditions for denial of permit; verbal approval of minor modifications; confirmation; report; definitions, and Part 13, Construction Plans and Specification and Permits, R 325.11302, Submission of plans and specifications for construction or alteration of waterworks system; guidance material, of the administrative rules.

Inkster allegedly failed to obtain an Act 399 construction permit prior to relocating sections of water main and/or hydrant connections at ten locations where the water main or fire hydrant connection was in direct conflict with new storm sewers being installed by Inkster as part of the Clean Water State Revolving Fund (CWSRF) Project 5723-01 Eastern Outfalls CSO Elimination Phase 1. On September 6, 2024, Inkster provided, via electronic communication (email), a letter and as-built drawings of the completed water main construction work in response to the VN/EN. Following EGLE's review of Inkster's response, EGLE's comments were summarized in a November 8, 2024, email. In an effort to address EGLE's comments, Inkster provided, through the Michigan Environmental Health and Drinking Water Information System portal (MiEHDWIS) (ACT-354246), a revised letter, revised as-built drawings, and additional

documentation. Upon review of these documents, EGLE has determined that the water main at the following locations was constructed in a manner that would not have been approved by EGLE through an Act 399 construction permit:

1. Notre Dame Street and Bayhan Street intersection
The ductile iron water main was constructed over an existing 24-inch storm sewer with less than 18-inches of vertical separation without mitigation measures (e.g., concrete encasement). The vertical separation as reported on the as-built drawing is 0.8 feet (approximately 9.6 inches).
2. Yale Street and Bayhan Street intersection
The ductile iron water main was constructed between a new 24-inch storm sewer and an existing 12-inch sanitary sewer with less than 18-inches of vertical separation from both sewers without mitigation measures (e.g., concrete encasement). Per the as-built drawings, the separation from the 24-inch storm is 0.7 feet (approximately 8.4 inches). The separation provided from the 12-inch sewer was reported as 1.7 feet (approximately 20.4 inches); however, given proximity and angle at which the water main was installed over the sewer, EGLE does not agree with the reported separation.

At both locations, EGLE contends that alternative approaches to the construction of the water main to provide acceptable separation and/or engineering controls for protection were available. These approaches would have allowed for at least 18-inches of vertical separation and may have required providing insulation for water main with less than 5 feet of cover. Other alternatives would have increased the separation beyond what was provided and would have required mitigation measures, such as concrete encasement.

In light of the nature of the alleged violation(s), EGLE has concluded that the violation(s) are significant and require a formal resolution. EGLE proposes entry of an administrative compliance agreement (Compliance Agreement) as an appropriate means of resolving this matter. A proposed Compliance Agreement specifies the requirements necessary to return Inkster to compliance and resolve this matter.

You are offered an opportunity to meet with EGLE staff to discuss the alleged violation(s) and their resolution through entry of the Compliance Agreement at a meeting in EGLE's offices at the Deborah A. Stabenow Building, 525 West Allegan Street, Lansing, Michigan. The purpose of the meeting is to: (1) provide you with an opportunity to demonstrate compliance by presenting any documentation or factual information that should be considered regarding the alleged violations; and (2) discuss options for satisfactorily resolving the violations. Such documentation and information must be submitted, in writing, to the EGLE contact person identified below prior to or at the scheduled meeting. You may submit a written response in lieu of a meeting.

You **must** respond to the EGLE contact person by no later than ten business days after receipt of this Enforcement Notice to advise EGLE of your intentions and to make any

necessary arrangements for a meeting and/or written submittal. Inkster is requested to immediately undertake all actions necessary to correct the violation(s) cited.

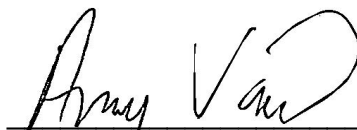
Be advised that failure to respond to this Enforcement Notice or to timely and adequately resolve or address the violation(s) cited may result in withdrawal of this settlement offer and may subject Inkster to further enforcement proceedings including, but not limited to, the assessment of additional fines and costs and referral of the matter to the Michigan Department of Attorney General for commencement of civil litigation. Be further advised that this Enforcement Notice does not preclude or limit EGLE's ability to initiate any other enforcement action under state or federal law as appropriate.

The EGLE contact person for this matter is Maureen Nelson. Maureen Nelson may be reached at 517-242-8328; NelsonM2@Michigan.gov; or Enforcement Specialist, DWEHD, EGLE, P.O. Box 30817, Lansing, Michigan 48909-8311.

We are committed to a fair and rapid settlement of this matter, and we anticipate and appreciate your cooperation.

**STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION**

Date Issued: 07/03/2025



Amy Vail, Section Manager
Field Operations Section

Drinking Water and Environmental Health Division

Enclosures

cc: Wayne County Health, Human & Veterans Services, Public Health Division,
Environmental Health District
Eric Oswald, EGLE (via email)
Vicki Garon, EGLE (via email)
Matt Allen, EGLE (via email)
Maureen Nelson, EGLE (via email)
Tiffany Yusko-Kotimko, EGLE (via email)



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
WARREN DISTRICT OFFICE



LIESL EICHLER CLARK
DIRECTOR

March 5, 2020

Mr. Jerome Bivens
City of Inkster
26900 Princeton
Inkster MI 48141

WSSN: 03360

Dear Mr. Bivens:

SUBJECT: Asset Management Program Review Comments for City of Inkster

We have reviewed the City of Inkster's Asset Management Program (AMP) and find that the content does not adequately address the requirements outlined in the Safe Drinking Water Act 1976 PA 399, as amended; R 325.11606, *Community water supplies; additional general plan requirements; asset management program; capital improvements plan* of the 1979 Administrative Code.

We have determined that your AMP needs improvement in the following categories and must be revised and resubmitted:

Asset Inventory

An acceptable asset inventory must include source, pumping, treatment and distribution system assets. The inventory must include a description of the assets that you have chosen to track, while indicating the level of detail provided for each asset class. Additionally, a list of the parameters tracked for each asset must be included. If the dataset is incomplete, you must identify missing and/or poor-quality data as well as outlining a plan for correcting these over time.

Level of Service Goals

The individual level of service goals for the water system must be included, as well as a description of the process used to develop the goals. This section must also state how the water system will assess its status with respect to each goal, and how this status will be tracked over time.

water system administrators have approved the CIP.

Funding Structure and Rate Methodology

An approvable funding structure and rate methodology must include the system's annual operating budget, the current rate structure, and documentation of the legal authority for rate setting. Additionally, if a gap is identified between costs and revenue, this section must include a plan to close the funding gap. Specific deficiencies with your AMP are outlined below.

1. The submittal did not include a current rate ordinance or rate resolution that implements the necessary rates and charges for sufficiency for the water system. Rates and charges identified in a rate resolution or ordinance must meet or exceed those rates and charges calculated in the rate methodology.

Mr. Jerome Bivens
Page 2
March 5, 2020

Additional information about what is expected in the AMP submittal can be found on our website at www.michigan.gov/drinkingwater. To access the asset management page, first click on "Community Water Supply Home Page" on the right side of the page. Then click on the "Asset Management" link under the "Programs and Activities" heading on the right side of the page. There is a lot of useful information on that site and EGLE encourages you to look through the available documents. The document that is most relevant to the AMP submission is the first link titled "Asset Management Submission Guidance."

Michigan's Lead and Copper Rule recognizes the benefits of addressing lead service lines through the water system's AMP. Greater flexibility in lead service line replacement is afforded to supplies that incorporate lead service lines into their AMPs. **You are encouraged to include lead service lines in your asset inventory if you have not already. Additionally, Michigan's Lead and Copper Rule requires the presence of lead service lines to be a factor in prioritizing asset criticality in the AMP by January 1, 2021.**

Please revise the original AMP submittal to remedy the items outlined above and resubmit the program by April 30, 2020. If you feel that you will not be able to meet the due date, please contact EGLE as soon as possible to discuss an alternate compliance schedule.

If you have any questions, please contact your district engineer at yuskokotimkot@michigan.gov; EGLE, DWEHD, Southeast Michigan District Office, 27700 Donald Court, Warren, Michigan 48092-2793; or at 586-817-9120.

Sincerely,



Luke Dehtiar, P.E.,
Grand Rapids District Supervisor and
Asset Management Coordinator
Drinking Water and Environmental Health Division

cc: Mr. Richard Suiter, City of Inkster
Ms. Tiffany Yusko-Kotimko, Southeast Michigan District Office



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
DRINKING WATER AND MUNICIPAL ASSISTANCE DIVISION

ASSET MANAGEMENT PROGRAM REVIEW CHECKLIST

Water Supply Name: City of Inkster

WSSN: 03360

Received Date: 11/2/2018 10/31/2017

A. Asset Inventory	Answer		
	Yes	No	NA
Includes a description of the assets the system has chosen to track.	☐	☒	☐
Describes the level of detail used for each asset. (pump station / pumping unit / motor)	☐	☒	☐
Includes source, pumping, treatment, and distribution assets.	☐	☒	☐
Describes the parameters tracked for each asset. (Name, Location, Date installed, Exp. useful life, etc.)	☒	☐	☐
Identifies any incomplete or low-confidence data.	☐	☒	☐
Outlines a plan for completing or refining the dataset.	☒	☐	☐

B. Criticality Assessment	Answer		
	Yes	No	NA
Provides a description of the scale used for likelihood of failure.	☒	☐	☐
Provides a description of the scale used for consequence of failure.	☒	☐	☐
Lists factors considered in assessing likelihood of failure.	☒	☐	☐
Lists factors considered in assessing consequence of failure.	☒	☐	☐
Describes the methodology and formula used to calculate the criticality factor.	☒	☐	☐

C. Level of Service Goals	Answer		
	Yes	No	NA
Includes a description of the process used to develop the level of service goals.	☐	☒	☐
Provides a list of water system goals.	☒	☐	☐
Describes how each goal will be tracked and assessed.	☒	☐	☐

D. Capital Improvement Plan	Answer		
	Yes	No	NA
Identifies needs for both 5 and 20 year planning periods.	☒	☐	☐
Plan includes project name, cost, estimated completion date, and funding source.	☒	☐	☐
The CIP has been reviewed and approved by water supply administrators. (owner/board/council/etc)	☒	☐	☐

E. Funding Structure and Rate Methodology	Answer		
	Yes	No	NA
Includes annual operating budget.	☒	☐	☐
Includes current, approved rate structure.	☒	☐	☐
Provides documentation of legal authority for rate setting.	☐	☒	☐
Weights anticipated costs (operation and capital) against revenue.	☐	☒	☐
Outlines plan to close funding gap, if identified.	☐	☒	☐

Reviewer: Bob Weir

Date of Initial Review: 3/5/2020

☐ Comments Issued, Awaiting Revision

Date Revisions Rcvd: _____

☐ Approved

Date Approved: _____

Notes:

A. Asset Inventory	B. Criticality Assessment	C. Level of Service Goals	D. Capital Improvement Plan	E. Funding Structure & Rate Methodology
• Appears to only be tracking water mains. Should at least also track valves and hydrants. • A statement should be provided stating whether there are any source, treatment, or storage assets. • No clear statement on the kind of detail which assets are being tracked. Apparent detail shows more information may be useful.		• Looking description of how level of service goals were developed and guided upon.		• Financial review indicates an insufficient asset analysis and/or plan to replace age as well as missing authority to collect rates.



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Drinking Water and Environmental Health Division

2025 WATER SUPPLY CROSS CONNECTION REPORT

Issued under authority of 1976 PA 399, as amended, MCL 325.1001 et seq., and its administrative rules. Failure to submit this form is a violation of the Act and may subject the water supply to enforcement actions.

Return the completed form by March 31, 2026, to the appropriate Department of Environment, Great Lakes, and Energy (EGLE) district office to comply with administrative Rule R 325.11404 that states *“a water utility shall report annually to the department on the status of the cross connection control program on a form provided by the department.”*

WSSN: _____

A. Name of water system: _____ County: _____

B. Year that the current written cross connection control program was approved by EGLE: _____

C. Total number of industrial, commercial, institutional, residential, and governmental accounts that must be routinely reinspected for cross connections: _____

Of this number,

- How many are High Hazard accounts: _____ Frequency of Reinspection: Once per: _____

- How many are Low Hazard accounts: _____ Frequency of Reinspection: Once per: _____

D. Number of accounts from line “C” that received an initial inspection in 2025: _____

E. Total number of reinspections required and completed in 2025 based on degree of hazard:

- High hazard reinspections required: _____ High hazard reinspections completed: _____

- Low hazard reinspections required: _____ Low hazard reinspections completed: _____

F. Number of accounts where a cross connection(s) was found to exist during inspections or reinspections in 2025: _____

G. Number of accounts from line “F” where corrective actions have been completed: _____

H. Total number of accounts from line “C” which are now in compliance with the local cross connection control program; $H = C - (F - G)$: _____

I. Total number of backflow prevention devices in the system requiring testing: _____

J. Number of backflow prevention devices tested in 2025: _____

Briefly outline any changes or significant findings since last reporting. Use additional sheets if needed.

Narrative Description of Program:

Name: _____

Title: _____ Date: _____

Instructions for completing the Water Supply Cross Connection Report

Definitions:

Inspection: The **initial** visit to an account to determine whether the potential for a cross connection exists.

Reinspection: Any of the following activities:

1. A periodic, scheduled return visit to ensure that air gaps and protective devices are in place and operating properly. The frequency of this type of reinspection is determined after the initial inspection and is based on the degree of hazard. An example of this type of reinspection is a yearly visit to a facility with a chemically treated boiler with an RPZ device installed.
2. A visit made at the request of a customer due to flow, water quality, or other problems, during which the water utility checks for cross connections. An example of this type of reinspection is a visit to investigate a taste and odor complaint that includes examining several vacuum breaker installations.
3. A follow-up visit to confirm that a customer has eliminated a discovered cross connection or installed an appropriate protective device. An example of this type of reinspection is a return visit 30 days after a cross connection is discovered to confirm that a suitable air gap has been installed at a mixing tank as required by the water utility.

A, B. This is basic information to be provided by the water system.

C. This is the total number of accounts requiring **routine** reinspections. Some water accounts, due to a very low degree of cross connection hazard, are not routinely reinspected and should not be included on this line. Because high-hazard and low-hazard accounts may have different reinspection frequencies, they should be listed separately.

D. This is the number of accounts that were new to your program during the year and have received their initial inspection.

E. This is the number of inspections that **should have been** completed during the year based on the information provided in C, compared to the number **actually** completed. As an example calculation, a water system with 20 high-hazard accounts (requiring annual reinspections) and 50 low-hazard accounts (requiring inspections every 2 years) would have a total of 45 inspections due for the year (all 20 of the high-hazard accounts, plus one-half of the low-hazard accounts).

F. Any cross connections discovered during the year that required corrective action should be included on this line. Corrective actions include creation of an air gap, installation of a backflow prevention device, repair of a defective device, elimination of improper bypasses around devices, etc.

G. Accounts where a reinspection has been completed to confirm that the discovered cross connection was eliminated, or an appropriate protective device was installed, should be included on this line.

H. The value from line G should first be subtracted from line F, and the result should be subtracted from line C to obtain the value for this line.

I, J. The device testing frequency is set by the water utility based on the degree of hazard. The number listed in J may be less than the number listed in I, because some devices may require less than annual testing.

Narrative Description of Program: Any pertinent information, such as system-wide public education activities, loss of accounts due to facility closure or change of owner/tenant, significant enforcement, etc. should be included in this section.

Submit your completed document to EGLE via your Michigan Environmental Health and Drinking Water Information System (MiEHDWIS) account, or via email to your EGLE district office email address.

People with disabilities may request this material in an alternate format by emailing EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION



PHILLIP D. ROOS
DIRECTOR

November 21, 2025

CERTIFIED MAIL

The Honorable Byron H. Nolen
City of Inkster
26900 Princeton
Inkster, Michigan 48141

Dear Byron H. Nolen:

SUBJECT: Administrative Compliance Agreement (ACA); City of Inkster; WSSN: 03360

Enclosed please find two copies of a proposed ACO between City of Inkster and the Department of Environment, Great Lakes, and Energy (EGLE), Drinking Water and Environmental Health Division (DWEHD), regarding the water supply at City of Inkster. The compliance schedule in this ACA is meant to bring the water supply into compliance with the Michigan Safe Drinking Water Act, 1976 PA 399, as amended (Act 399).

The DWEHD understands the ACA must be approved by City Council and will be presented at the December 1, 2025, City Council meeting. The DWEHD requests that Byron H. Nolen sign both original documents and return them to EGLE at the address listed below no later than **December 14, 2025**. Upon receipt of the signed documents, EGLE will secure the required authorized signatures and promptly return one fully-executed original document to you along with a cover letter. The effective date of the ACA will be the date it is signed by the Director of the DWEHD. Failure to timely enter into a binding compliance schedule, such as contained in the ACA, may result in additional enforcement action.

If you have any questions regarding the ACA, please contact Maureen Nelson at 517-242-8328; NelsonM2@Michigan.gov; or EGLE, DWEHD, P.O. Box 30817, Lansing, Michigan 48909-8311.

Sincerely,

Matthew Allen, REHS
Enforcement Unit Supervisor
Drinking Water and Environmental Health Division
269-924-1869
AllenM38@Michigan.gov

Enclosures

The Honorable Byron H. Nolen
City of Inkster
Page 2
November 21, 2025

cc/enc: Jerome Bivins, City of Inkster (via email)
Brian Thurston, EGLE (via email)
Brandon Onan, EGLE (via email)
Amy Vail, EGLE (via email)
Vicki Garon, EGLE (via email)
Maureen Nelson, EGLE (via email)
Tiffany Yusko-Kotimko, EGLE (via email)

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: November 25, 2025

From: Jerome Bivins, DPS Director Date for Council's Consideration: December 1, 2025

ACTION REQUESTED: Consider authorizing administration to sign the Administrative Compliance Agreement with the Michigan Department of Environment, Great Lakes, and Energy Drinking Water and Environmental Health Division for the City's water supply.

Current Action X

Emergency _____

Future_____

Funds Budgeted:	If Yes	Account #	No	N/A
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Mayor 's Approval_____

BACKGROUND:

On July 30, 2025, the Michigan Department of Environment, Great Lakes, and Energy Drinking Water and Environmental Health Division (EGLE) conducted a review of the City’s water distribution system. This review occurs every three to five years and is based on the requirements of the Safe Drinking Water Act, 1976 PA 399 (Act 399) . During the review EGLE recognized the actions Inkster has taken over the last couple of decades and recently, including:

- 1) A customer meter replacement program.
- 2) The on-going lead service line replacement program.
- 3) Seeking and obtaining loans and grants to replace aged water distribution system components.
- 4) The replacement of over 80,000 linear feet of water main since 2000.
- 5) Implementation of leak surveys and repairs.
- 6) On-going maintenance programs for hydrants, valves and pressure reducing stations.

However, several deficiencies were identified which resulted in an Administrative Compliance Agreement (ACA) the City is required to sign and implement. The deficiencies include:

- 1) Inoperable fire hydrants and valves.
- 2) Multiple years when little to no water mains were replaced.
- 3) The lack of a program, referred to as a water cross connection program for residential customers, to inspect and identify customers with water fixtures that could contaminate the water distribution system, i.e. boiler heating systems, irrigation systems, etc.
- 4) Lack of records for the maintenance of equipment in the water distribution that could contaminate the water distribution system.
- 5) Updates to the water model (Water Reliability Study) and water asset management plan.
- 6) The lack of an effective digital document management system for all water maintenance work orders and records.

SCOPE OF SERVICES:

The ACA includes a detailed description of all requirements and deadlines for completing them. A summary of the ACA requirements is listed below:

- 1) Update standard operating and maintenance procedures for the water distribution system.
- 2) Update the emergency response plan for the water distribution system.
- 3) Prepare a written fire hydrant and valve replacement program.
- 4) Prepare a written long term water main replacement program including a funding plan.
- 5) Completion of a water rate study and analysis.
- 6) Updates to, and implementation of, a water cross connection program for residential and commercial customers.
- 7) A plan to complete and document the inspection and maintenance of equipment in the water distribution system where contamination of the water distribution system could occur.
- 8) Update and submit a water reliability study and water asset management plan.
- 9) A plan for obtaining and implementing a document management system for work orders and maintenance records.

Many of the requirements of the ACA have already been programmed in the city's capital improvement program, such as the update to the Water Reliability Study, hydrant and valve replacements, and water main replacements.

JUSTIFICATION:

Meet all requirements of the Act 399.

PROJECT IMPROVEMENTS:

Promote the health and welfare of Inkster residents.

COSTS:

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PROJECTED TIMETABLE:

The signed ACA is required to be returned to EGLE by December 14, 2025.

RESOLUTION:

Authorization is hereby given to administration to sign the Administrative Compliance Agreement with the Michigan Department of Environment, Great Lakes, and Energy Drinking Water and Environmental Health Division for the City's water supply.

Resolved by _____

Seconded by _____

Yes:
No:
Absent:



REQUEST FOR COUNCIL ACTION

To: Byron H. Nolen, Mayor

Date: November 25, 2025

From:

Date for Council's Consideration: December 1, 2025

ACTION REQUESTED: Consider Replacement of the water main in middle belt and rosewood

TYPE OF ACTION:

FUNDS BUDGETED:

ACCOUNT #:

APPROVERS:

Darrin Carrington, Treasurer

Date: November 26, 2025

Byron Nolen, Mayor

Date: November 26, 2025

BACKGROUND:

SCOPE OF SERVICES:

JUSTIFICATION:

PROJECT IMPROVEMENTS:

PROJECTED TIMELINE:

RESOLUTION:

Resolved By: None

Seconded By: None

Yes: None

No: None

Absent:

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: November 25, 2025

From: Jerome Bivins, DPS Director Date for Council's Consideration: December 1, 2025

ACTION REQUESTED: Consider authorizing administration to approve Major Contracting Group to replace the water main in Middle Belt Road at Rosewood Street in the amount of \$313,326.00 plus a 10% contingency of \$31,333.00 for a total of \$344,659.00 for construction.

Current Action ☒ X _____ Emergency _____ Future _____

Funds Budgeted: If Yes _____ Account # _____ No _____ N/A _____

Mayor 's Approval _____

BACKGROUND:

The 8-inch diameter water main crossing Middle Belt Road at Rosewood Street requires replacement.

A break was discovered at this pipe in February 2025. The leak was stopped by closing valves and taking the section of pipe crossing Middle Belt Road out of service. Customers were not left without water service, however, without this water main fire flow to the area on the west side of Middle Belt Road is anticipated to be low. The Fire Department is aware of this condition and has a contingency plan if a fire occurs in this area. While planning for the replacement of this section of pipeline, records

of an existing leaking underground storage gas tank were found on the Michigan Department of Environment, Great Lakes and Energy (EGLE) database. Because the area at the northeast corner of Middle Belt Road and Rosewood Street has a history of contaminated soil, metal pipe material is required to be installed. Less expensive plastic pipe is susceptible to deterioration by petroleum product

contaminants. EGLE also requires the removal and proper disposal of any contaminated soil encountered during the installation of the new pipeline. The City's water model was used to consider alternative locations for installing a replacement pipeline; however, alternatives were estimated to be more expensive. Inkster has allocated funds to repair damaged water mains throughout the city during

each fiscal year. Quotes were obtained from the city's contractors currently under contract for as-needed work as well as contractors who have recently completed work in the city. Major Contracting Group provided the lowest quote of \$313,326.00.

SCOPE OF SERVICES:

The replacement of the 8-inch diameter water main crossing Middle Belt Road at Rosewood Street with ductile iron pipe.

JUSTIFICATION:

The existing water main crossing Middle Belt Road at Rosewood Street has failed. Replacement of the water main is necessary to maintain water quality and restore adequate fire flow to the area.

PROJECT IMPROVEMENTS:

Promote the health and welfare of Inkster residents.

COSTS:

The quote provided by Major Contracting Group is \$313,326.00. A 10% contingency in the amount of \$31,333.00 is requested for additional costs for unforeseen circumstances. The total estimated cost of \$344,659.00 will be funded by the City's water and sewer fund.

PROJECTED TIMETABLE:

The estimated construction schedule is two to four months for reconstruction of the water infrastructure and roadway restoration. Restoration for grass and other landscaping items will occur in the spring of 2026.

RESOLUTION:

Authorization is hereby given to administration for Major Contracting Group to replace the water main in Middle Belt Road at Rosewood Street at an estimated cost of \$313,326.00 plus a 10% contingency of \$31,333.00 for a total of \$344,659.00.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Benesch
1155 Brewery Park Blvd, Suite 240
Detroit, MI 48207
www.benesch.com
P 313-963-0612
F 313-963-2156

November 25, 2025

City of Inkster
Department of Public Services
26900 Princeton
Inkster, MI 48141

Attention: Jerome Bivins, Department of Public Services Director

Re: Rosewood Street Water Main Replacement Across Middle Belt Road

Dear Mr. Bivins:

Benesch solicited the City of Inkster As-Needed Contractors currently under contract with the city to replace the water main crossing Middle Belt Road at Rosewood Street. As you know, this water main experienced a break in February 2025 and was isolated to stop the leak by turning off valves. This allowed customers to maintain water service however, fire flow on the west side of Middle Belt Road is affected and the Fire Department is required to have a contingency plan in place until the water main can be replaced. During the planning process several factors were discovered which were required to be taken into consideration for the pipeline replacement. These factors include records of a leaking underground gas storage tank adjacent to the pipeline, analysis of alternative pipeline locations to avoid the contaminated site and maintaining traffic on Middle Belt Road during construction through drilling methods to install the pipeline.

In addition to the City's As-Need Contractors, additional contractors currently working in the city were asked to provide quotes to replace the water main. A total of five contractors were contacted and four provided quotes. The following is a list of the four quotes in order from lowest to highest estimate:

	Contractor's Name	Quote
1	Major Contracting Group	\$313,326.00
2	Superior Excavating, Inc.	\$333,000.00
3	Pamar Enterprises, Inc.	\$394,994.000
4	Murphy Pipelines	\$408,109.50

All the quote subtotals and total dollar amounts have been checked and verified for accuracy.

Major Contracting Group provided the lowest quote and as previously stated, is already under contract with the City as an As-Needed Contractor. Major has demonstrated their ability to meet the minimum qualifications related to this work through satisfactory performance on other projects of similar type and scale.

We recommend authorizing Major Contracting Group to complete the work for the estimated amount of \$313,326. We further recommend the City approve a 10% contingency in amount of \$31,333 for use at the City's discretion for unforeseen conditions related to the project.

11/25/2025

Jerome Bivins, Department of Public Services Director

Page | 2 of 2



If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

A handwritten signature in black ink that reads "Carrie Loya-Smalley". Below the signature, the word "Benesch" is printed in a green, sans-serif font.

Carrie Loya-Smalley, P.E.
Project Manager

CC: Inkster City Treasurer
Daniel Guastella, P.E., Project Manager
File: 0525-600023/Task 2



REQUEST FOR COUNCIL ACTION

To: Byron H. Nolen, Mayor

Date: November 25, 2025

From:

Date for Council's Consideration: December 1, 2025

ACTION REQUESTED: Consider DWSRF

TYPE OF ACTION:

FUNDS BUDGETED:

ACCOUNT #:

APPROVERS:

Darrin Carrington, Treasurer

Date: November 26, 2025

Byron Nolen, Mayor

Date: November 26, 2025

BACKGROUND:

SCOPE OF SERVICES:

JUSTIFICATION:

PROJECT IMPROVEMENTS:

PROJECTED TIMELINE:

RESOLUTION:

Resolved By: None

Seconded By: None

Yes: None

No: None

Absent:

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: November 25, 2025

From: Jerome Bivins, DPS Director

Date for Council's: December 1, 2025

ACTION REQUESTED: Consider authorizing the Administration to approve an amount of \$1,030,000 for Benesch to provide preliminary engineering and design services for needed water main and lead service line replacements throughout the city to comply with Michigan Safe Drinking Water Act 399, EGLE Lead and Copper Rule and the strict terms, conditions and schedule of the recently awarded \$18,775,000 in Drinking Water State Revolving Funds, which also includes 23% loan forgiveness amount of \$4,088,250 for water main replacement and 50% loan forgiveness amount of \$500,000 for lead service replacement.

Current Action ☒ X Emergency ☐ Future ☐

Funds Budgeted: If ☐ Account # No ☒ X N/A ☐
Mayor 's Approval

BACKGROUND:

In 2025, on behalf of the City of Inkster, Benesch prepared and submitted to the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) a DWSRF project plan to secure funding to replace approximately 22,000 lineal feet of small diameter water mains and associated lead service lines, and additional lead service line replacements throughout the city. EGLE approved the project plan and subsequently awarded the city \$17,775,000 for water main replacement and \$1,000,000 for lead service line replacements, for a total of \$18,775,000 in DWSRF funds (EGLE Project Number 7923-01) to help complete the projects. The terms and conditions of the DWSRF loan also includes a 23% forgiveness amount for the water main replacements and a 50% forgiveness for the lead service line replacements. This means the city would receive \$4,500,000 that would not need to be repaid. The terms and conditions also require the city to commit to completing plans and specifications for review and approval by EGLE by February 27, 2026, which is a very aggressive schedule and does not leave time for solicitation of consultants. To meet the terms, conditions, and schedule and not forfeit the award, the Director of the Department of Public Services is recommending approval of the current engineering consultant, Benesch to design and prepare contract documents on behalf of the City. It should be noted that failure to move forward with these projects is not viewed favorably by the State of Michigan and may jeopardize the city for future consideration of SRF funds.

SCOPE OF SERVICES:

Design and development of contract documents for the replacement of approximately 22,000 lineal feet of water main and associated lead service line replacements and additional lead service replacements throughout the city to comply with the DWSRF loan requirements and schedule. (See attached Benesch proposal dated November 6, 2025, for additional details.)

JUSTIFICATION:

The water main improvements and lead service line replacements will improve the city's water distribution system to make drinking water safer and more reliable for Inkster residents and businesses. Additionally, the project will help the city take significant steps towards compliance with the EGLE required lead and copper rule.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster

COSTS:

Preliminary Engineering Cost, including topographic survey and geotechnical investigation is \$170,000. Design Engineering Cost, including preparation of contract documents, securing EGLE approval and contractor procurement assistance is \$860,000. The total cost is \$1,030,000. These costs will be paid by the city water funds until the SRF loan closes in the fall of 2026, at which time the costs will be reimbursed by the loan.

PROJECTED TIME TABLE:

Upon City Council approval, work will begin as early as one week from approval.

RESOLUTION:

Authorization is hereby given to Administration to approve an amount of \$1,030,000 for Benesch to provide preliminary engineering and design services for needed water main and lead service line replacements throughout the city to comply with Michigan Safe Drinking Water Act 399, EGLE Lead and Copper Rule and the strict terms, conditions and schedule of the recently awarded \$18,775,000 in Drinking Water State Revolving Funds, which also includes 23% loan forgiveness amount of \$4,088,250 for water main replacement and 50% loan forgiveness amount of \$500,000 for lead service replacement.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

November 6, 2025

Jerome Bivins
Director of Public Services
City of Inkster
26900 Princeton Avenue
Inkster, Michigan 48141

**RE: Proposal for Water Main and Lead Service Replacement
For FY26 Drinking Water State Revolving Fund Projects**

Dear Mr. Bivins,

Per your request, Benesch is pleased to submit this proposal for the design and preparation of plans and specifications for water mains and lead service line replacement projects the City of Inkster (City) plans to complete with Drinking Water State Revolving Funds (DWSRF). The City recently received notice that they were awarded \$17,775,000 in DWSRF loans with a forgiveness of 23% of the loan. The DWSRF Project plan identified over 22,000 liner feet of small diameter water mains for replacement with larger diameter pipe, and the replacement of water services containing lead materials. The following provides our understanding of the project, the scope of work, the associated engineering fee and target schedule.

PROJECT UNDERSTANDING

Improvements to the water system in the areas identified in the DWSRF Project Plan are based on needed fire flow, the frequency of water main breaks and repairs, and lead service line replacement requirements. A fire flow analysis performed in 2012 and verified in 2025 identified the need to replace 4-and 6-inch diameter watermains with 8-inch diameter mains. The City's maintenance records indicated two sections of pipeline where several water main breaks occurred and were included in the DWSRF Project Plan for replacement. Water services containing lead materials are required to be replaced for health reasons and when the City exceeded the action level for Lead and Copper Monitoring in December 2019 the Michigan Department of Environment, Great Lakes and Energy (EGLE) imposed a specific number of lead service replacements per year.

Based on City records approximately 24 water services were identified as potentially lead material and will be investigated and replaced, if confirmed, as part of this work. In addition, confirming the material type of the services categorized as "unknown" in the City's current inventory, will help to update the Complete Distribution Systems Materials Inventory (CDMSI).

By replacing the watermain at the same time the lead services are replaced the City will lower costs and reduce impacts to their customers associated with construction such as noise, dust, vehicular access to their residence, traffic detours and water service interruptions. When the City replaces lead services only, and reconnects new copper services to existing watermains, repairs to the watermain are sometimes required. This causes delays to the work schedule and longer service interruptions to customers.

As previously mentioned, the City of Inkster recently secured funding for this project through the DWSRF program. This program provides grants for improvements to the water distribution system to make drinking water safer and more reliable. The City was awarded \$17,775,000 in grants to complete the replacement of watermain and lead services (EGLE Project Number 7923-01).

New watermain and lead service replacements includes approximately 22,000 linear feet in the following street segments:

- S. River Park Drive – Prado Court to Woodbine Drive
- S. River Park Drive – Woodbine Drive to S. Beech Daly Road
- Prado Court – S. River Park Drive to Woodbine Drive
- Woodbine Drive – S. River Park Drive to Prado Court
- Woodbine Drive – Prado Court to S. Beech Daly Road
- Kenwood Street – Prado Court to Michigan Avenue
- S. Beech Daly Road – Woodbine Drive to S. Diver Park Drive
- Franklin Drive – (Park at Heatherwood Apartments)
- Heatherwood Drive – Michigan Avenue to Franklin Drive
- Heatherwood Drive – Heatherwood Drive to Prado
- Kurtzell Street – Huck Court to Inkster Road
- Huck Court – Michigan Avenue to Kurtzell Street
- S. River Park Drive – John Daly Road to Hill Street/Oakland Street
- S. River Park Drive – Hill Street/Oakland Street to W. Hills Drive
- Oakland Street – Hill Street to Fairbairn Street
- Fairbairn Street – Michigan Avenue to S. River Park Drive
- Moore Circle, Moore Court – More Avenue to Annapolis Avenue
- Rosewood Drive – Middle Belt Road to Harrison Street
- Sherbourn Drive – Avondale Avenue/N. River Park Drive to End of Road

SCOPE OF SERVICES

The proposed work includes coordinating and reviewing survey and geotechnical information, field verification of connection locations for the new pipeline, evaluation of pipeline installation methods such as pipe bursting and jacking and boring, design of new pipelines, obtaining all required permits and the preparation of all documents necessary for advertising and bidding the project for construction per DWSRF requirements.

It is anticipated that all new pipelines and associated facilities will be constructed in existing City Road right-of-way and utility easements. Efforts to obtain any additional easements is not expected.

Benesch proposes the following scope of services in accordance with terms of the Contract for Professional Engineering Services:

- Preparation of exhibits for survey and geotechnical investigations and coordination with subconsultants to complete their work.
- Conferences with the City to review thier requirements and scheduling.
- Review the survey obtained during the preliminary engineering work and clarify/correct as necessary.
- Review the geotechnical report that was prepared as part of the preliminary engineering phase of the project.

- Evaluate pipelines for alternative installations such as open cut, pipe bursting and directional drilling.
- Conferences with EGLE regarding DWSRF requirements for design, specifications and the contract.
- Review the City's available utility and report documentation.
- Preparation of preliminary layouts showing horizontal alignment, outline of specifications.
- Prepare and update preliminary cost estimates.
- Meet with the City to review the preliminary phase pipeline alignments and obtain their comments.
- Design and preparation of preliminary drawings to approximately a 50% level of completion for review by the City of Inkster Department of Public Services.
- Meet with City of Inkster Department of Public Services to review preliminary design and obtain their comments.
- Preparation of detailed contract documents at a 90% level of completion, including incorporation of City comments, and development of special provisions specifications, project plans and drawings, and opinion of probable construction cost.
- Perform QA/QC review of the construction contract documents and incorporate changes and comments.
- Submit complete contract documents to the City of Inkster, and permitting agencies (EGLE, Wayne County, Michigan Department of Transportation) for final review and approval.
- If necessary, revise drawings and resubmit them to the City and regulatory agencies for a second review.
- Receive approval from the City of Inkster.
- Provide the City with two (2) hard copies of the final contract documents and one set of final plans in digital/electronic format.
- Attend the pre-bid meeting, answer bidders' questions, prepare meeting minutes and lead the project field tour.
- Respond to bidders' questions and prepare addenda as required.
- Assist the City in securing bids, tabulate and analyze bid results, and furnish recommendations for the award of the construction contracts.
- Prepare public notification notices for the City to distribute to affected constituents.

SCHEDULE

Benesch can provide complete contract documents per the EGLE DWSRF Project Milestone Schedule for 4 Quarter Financing in Fiscal Year 2026. That includes the 90% completed plans and specifications submitted to EGLE anticipated to be due February 27, 2026, and 100% completed plans anticipated to be submitted May 1, 2026, for advertising bids by May 22, 2026.

DELIVERABLES

Two hard copy sets of Issued for Construction plans and technical specifications, and one set of record drawings based on redline markups provided by the contractor.

Mr. Jerome Bivins, Department of Public Services Director
November 6, 2025
4 | 4



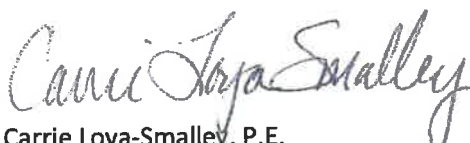
ENGINEERING FEE

Benesch’s proposed engineering fee is based on Article III of the contract:

Survey and Geotechnical	\$170,000
Benesch Engineering Design	\$860,000
Total Contract	\$1,030,000

If you accept this proposal, please sign, date, and return one copy of this proposal for our records. As always, Benesch appreciates the opportunity to provide the City with our services, and we look forward to working with you on this assignment.

Sincerely,


Carrie Loya-Smalley, P.E.
Senior Project Engineer

ACCEPTED FOR CITY OF INKSTER

BY: _____

TITLE: _____

DATE: _____